City of Piedmont
COUNCIL AGENDA REPORT

DATE: June 3, 2024

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: 2nd Reading of Ordinance 773 N.S. – First Amendment to Property Lease with Gulf South Towers at 898 Red Rock Rd., including Authorization of the City Administrator to Execute Related Documentation

RECOMMENDATION

Approve the second reading of Ordinance 773 N.S. approving an amendment to the lease agreement for City-owned land at 898 Red Rock Road, adding to Exhibit B of the Agreement a legal description of the Premises, Access Road and Utility Trench, and authorizing the City Administrator to execute related documentation. Pursuant to Section 2.12 of the Piedmont City Charter, the draft lease amendment has been modified since the first reading on April 15, 2024, to include an increase in the minimum compensation paid to the City, and the area of the lease has been expanded to include the PG&E transformer.

BACKGROUND

In May 2021, the City Council approved an Ordinance for a lease agreement negotiated between City staff and Gulf South Towers/GST Capital Partners, LLC ("GST"), allowing GST to lease land within the City's corporation yard located at 898 Red Rock Road and to construct and operate a 95-foot-tall telecommunications tower. The design and operation of the GST tower, base station, and associated improvements were unanimously approved by the City Council on April 19, 2021. The approved facility includes space for up to four wireless service providers.

In 2024, GST requested City Council approval of this first amendment to the lease agreement to reflect as-built conditions, including an expansion of the lease area to include a retaining wall and fence enclosing the base station, and a new PG&E transformer located adjacent to the base station enclosure.

On April 15, 2024, the City Council considered a first reading of Ordinance 773 N.S., approving an amendment to the lease agreement for City-owned land at 898 Red Rock Road, adding to Exhibit B of the Agreement a legal description of the Premises, Access Road and Utility Trench, and authorizing the City Administrator to execute related documentation. As part of the discussion, Councilmembers expressed concerns about the agreement that have since been further addressed with the applicant. At this time, all outstanding issues between City staff and GST have been

resolved, and the attached lease agreement has been modified. The modifications are described in the Analysis section of this staff report.

ANALYSIS

At the City Council meeting on April 15, 2024, Councilmembers raised concerns about the reduction of usable space in the corporation yard due to utility installation for the benefit of GST Partners and City compensation for the enlarged footprint. Additional modifications since April 15 are reflected in the draft lease amendment (Attachment 1).

Section 2.12 of the Piedmont City Charter authorizes ordinance changes on the 2nd reading, as follows:

> (B) PROCEDURE. An ordinance may be introduced by any Councilmember at any regular or special meeting of the City Council. Upon the first reading of any ordinance, the City Clerk shall distribute a copy to each Councilmember and to the City Administrator, shall make available a reasonable number of copies in the office of the City Clerk, and shall post the ordinance together with a notice setting out the time and place for a final reading by the Council. The adoption shall follow the first reading by at least five (5) days. A proposed ordinance may be amended or modified between the time of its first reading and the time of its final adoption, providing its general scope and original purpose are retained…"

Proposed modifications to Ordinance 773 N.S. since the first reading consist of the following changes: changes to Exhibit A of Attachment 1, the first lease amendment, and changes to Attachment A of Exhibit A, the Legal Description of the Premises, Access Road and Utility Trench. Changes to Exhibit A consist of an increase in the minimum rent to be paid to the City of Piedmont from $1,500 per month in the original lease to $1,797 per month to reflect the 259-square-foot expansion of the area of City-owned land to be used for the GST facility. Changes to Attachment A of Exhibit A consist of the inclusion of the new PG&E transformer and its platform within the lease area, making the transformer subject to all of the terms of the lease agreement.

If passed, this ordinance will become effective July 3, 2024. If passed, the applicant shall be required to obtain an amended Wireless Communications Facility permit from the Planning & Building Department to update the approved site plan and address any design issues with the placement of the PG&E transformer.

CITY ATTORNEY REVIEW

The attached Amendment to a lease agreement was reviewed and approved as to form.

FISCAL IMPACT

The proposed Amendment increases the terms of the City's compensation for the use of the corporation yard from $1,500 per month to $1,797 per month (minimum). The fence enclosure

was previously approved and does not change under the proposed Amendment. The City is not obligated to maintain PG&E's transformer or utility trench.

By: Kevin Jackson, Planning & Building Director
Pierce Macdonald, Senior Planner

ATTACHMENTS

1 Proposed Ordinance 773 N.S. and First Amendment to the Ground Lease and Wireless Telecommunications Agreement, including Exhibit A and Attachment A to Exhibit A.

2 Ordinance 760 N.S. and Ground Lease and Wireless Telecommunications Agreement Between The City of Piedmont and GST Capital Partners, LLC

ORDINANCE NO. 773 N.S.

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO A GROUND LEASE AND WIRELESS TELECOMMUNICATIONS AGREEMENT WITH GST CAPITAL PARTNERS, LLC FOR USE OF A PORTION OF CORPORATION YARD AT 898 RED ROCK ROAD

WHEREAS, the City Council approved Ordinance 760 N.S. on May 3, 2021, approving a lease agreement with GST Capital Partners, LLC (GST), allowing GST to lease space in the City's corporation yard in order to construct and operate a 95-foot-tall telecommunications tower and associated site improvements; and

WHEREAS, GST requests City approval of the first lease amendment (Exhibit A) to expand the lease area to include all of the fence enclosure and retaining wall constructed by GST as part of the telecommunications tower site improvements and adding a legal description of the Premises, Access Road and Utility Trench (Attachment A to Exhibit A); and

WHEREAS, the Piedmont City Council considered the proposed lease amendment at public meetings held on April 15, 2024 and June 3, 2024; and

WHEREAS, the proposed lease amendment to approve the lease area expansion makes clear that the improvements constructed by GST and a PG&E transformer for the facility are within the lease area.

NOW, THEREFORE, the City Council of the City of Piedmont hereby ordains as follows:

SECTION 1.

The amended Ground Lease and Wireless Telecommunications Agreement (Exhibit A and Attachment A of Exhibit A) between the City of Piedmont as landlord and GST Capital Partners, LLC as tenant, for use of a portion of the City Corporation Yard at 898 Red Rock Road, Piedmont, California 94611, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.

SECTION 2.

This ordinance shall be posted at City Hall after its second reading by the City Council for at least thirty (30) days and shall become effective thirty (30) days after such second reading and approval by the City Council.

SECTION 3.

Adoption of this Ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15303 (construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures), because the proposed wireless communication facility to be constructed

under the Ground Lease and Wireless Telecommunications Agreement is a single small utility structure located in a developed setting which replaces an existing telecommunications tower. No exceptions to the above exemption has been identified that would make the proposal ineligible for use of a categorical exemption because the project setting is not in a location that is particularly sensitive, the surrounding area is developed and urbanized, existing utilities are located at or near the proposed installation, there are no unusual circumstances relating to the proposed installation, and no scenic highways, hazardous waste sites, or historical resources could be affected by the project.

[END OF ORDINANCE]

FIRST AMENDMENT TO
GROUND LEASE
AND
WIRELESS TELECOMMUNICATIONS AGREEMENT

This First Amendment to Ground Lease and Wireless Telecommunications Agreement (the "First Amendment") is made and entered into on this the ___ day of _____, 2024 (the "First Amendment Effective Date"), by and between the City of Piedmont, a California municipal corporation ("Landlord"), and GST Capital Partners, LLC, a Delaware limited liability company ("Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

Recitals

WHEREAS, Parties entered into the Ground Lease and Wireless Telecommunications Agreement on June 17, 2021 (the "Lease"), whereby Tenant leases certain real property from the Landlord for the purpose of building and operating a wireless telecommunications Tower; and

WHEREAS, the Tenant has completed the Work and had the Premises surveyed and the Parties desire to amend the Agreement to insert the Premises, Access Road and Utility Trench Legal Descriptions and As Built Survey to Exhibit B to the Agreement which contains, among other things, a legal description for the Premises and the Access Road and Utility Trench.

NOW, THEREFORE, premises considered and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The first sentence of Section 1.02 of the Lease is amended to read as follows:

> "Tenant wishes to lease from Landlord, and Landlord wishes to lease to Tenant, a portion of the Property for the sole purpose of installing, constructing, maintaining, repairing, replacing, operating, and removing ("**Work**") a wireless telecommunications facility, including, without limitation, one tower/monopole of 95 feet in height along with related antenna equipment and fixtures and including the equipment buildings and structures, backup power systems, and related improvements and fixtures of Tenant's sublessees and licensees (the "**Facility**"), consisting of an area of approximately One Thousand Five Hundred Seventy-three (1,573) square feet (the "**Premises**"), as described in the attached Premises, Access Route and Utility Trench Legal Descriptions and As Built Survey within **Exhibit B** attached hereto and incorporated herein by this reference."

2. The first sentence of the second paragraph of Section 4.01 of the Lease is amended to read as follows:

> "Notwithstanding the foregoing, the Rent under this Lease shall not be less than One Thousand Seven Hundred Ninety-seven and 00/100 Dollars ($1,797.00) per month (the "Minimum Rent"), and the Minimum Rent shall be adjusted annually as provided in Section 4.05 hereof."

3. Exhibit B to the Lease is hereby amended by appending thereto the Premises, Access Road and Utility Trench Legal Descriptions and As Built Survey attached hereto as Attachment A, Appendix to Exhibit B.

4. Capitalized terms utilized in this First Amendment which are not defined shall have the meanings set forth in the Agreement.

5. This Agreement may be executed in counterparts and such counterparts, when combined, shall constitute one instrument binding upon the Parties.

6. Except as expressly amended by this First Amendment the remainder of the Agreement remains in full force and effect.

7. Either Party may record this First Amendment in the land records of Alameda County, CA.

[Signature page follows]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this First Amendment effective as of the First Amendment Effective Date.

TENANT:

GST Capital Partners, LLC,
a Delaware limited liability company

_____ Dated:_____, 2024
John C. Bean, President

LANDLORD:

City of Piedmont,
a California charter city

_____ Dated:_____, 2024
Rosanna Bayon Moore, City Administrator

Attest:

_____
Anna Brown, City Clerk

Approved as to form:

_____
Michelle Marchetta Kenyon, City Attorney

LANDLORD ACKNOWLEDGMENT

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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

STATE OF ALABAMA,

COUNTY OF BALDWIN,

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 ALABAMA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____. (Seal)

ATTACHMENT A

APPENDIX TO EXHIBIT B

PREMISES, ACCESS ROUTE AND UTILITY TRENCH
LEGAL DESCRIPTIONS
AND
AS BUILT SURVEY

PREMISES

(As-Surveyed)

A PORTION OF THAT PARCEL PER THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT AS DESCRIBED IN EXHIBIT "B-1" RECORDED NOVEMBER 13, 1992 AS INSTRUMENT NO. 1992-370707 OF THE ALAMEDA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND DISK IN WELL, WITH A NORTHING OF 2,129,915.08, AN EASTING OF 6,062,674.97, THENCE NORTH 78° 33' 10" WEST, A DISTANCE OF 461.14 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 58.80 FEET TO A POINT;
THENCE SOUTH 32° 56' 05" WEST, A DISTANCE OF 9.40 FEET TO A POINT;
THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 7.50 FEET TO A POINT;
THENCE SOUTH 80° 22' 00" WEST, A DISTANCE OF 18.33 FEET TO A POINT;
THENCE SOUTH 57° 03' 55" EAST, A DISTANCE OF 88.00 FEET TO A POINT;
THENCE NORTH 32° 56' 05" EAST, A DISTANCE OF 14.00 FEET TO A POINT;
THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 8.20 FEET TO A POINT;
THENCE NORTH 32° 56' 05" EAST, A DISTANCE OF 7.80 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,573 SQUARE FEET OR 0.0361 ACRES OF LAND MORE OR LESS.

PREMISES, ACCESS ROUTE, AND UTILITY TRENCH

(As-Surveyed)

A PORTION OF THAT PARCEL PER THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT AS DESCRIBED IN EXHIBIT "B-1" RECORDED NOVEMBER 13, 1992 AS INSTRUMENT NO. 1992-370707 & A PORTION OF THAT PARCEL AS DESCRIBED IN RESOLUTION RECORDED 08/05/1942, AS BOOK 4250, PAGE 255 OF THE ALAMEDA COUNTY RECORDS, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND DISK IN WELL, WITH A NORTHING OF 2,129,915.08, AN EASTING OF 6,062,674.97, THENCE NORTH 78° 33' 10" WEST, A DISTANCE OF 461.14 FEET TO A POINT;

THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 58.80 FEET TO A POINT;
THENCE SOUTH 32° 56' 05" WEST, A DISTANCE OF 9.40 FEET TO A POINT;
THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 7.50 FEET TO A POINT;

THENCE SOUTH 80° 22' 00" WEST, A DISTANCE OF 18.33 FEET TO A POINT;
THENCE SOUTH 32° 56' 05" WEST, A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 57° 03' 55" EAST, A DISTANCE OF 130.46 FEET TO A POINT;
THENCE NORTH 32° 56' 05" EAST, A DISTANCE OF 9.98 FEET TO A POINT;
THENCE NORTH 87° 04' 35" EAST, A DISTANCE OF 178.05 FEET TO A POINT;
THENCE SOUTH 66° 31' 24" EAST, A DISTANCE OF 26.97 FEET TO A POINT;
THENCE SOUTH 24° 14' 05" EAST, A DISTANCE OF 21.14 FEET TO A POINT;
THENCE SOUTH 08° 51' 47" EAST, A DISTANCE OF 26.03 FEET TO A POINT;
THENCE SOUTH 03° 32' 14" WEST, A DISTANCE OF 37.98 FEET TO A POINT;
THENCE SOUTH 17° 10' 36" WEST, A DISTANCE OF 88.27 FEET TO A POINT HEREINAFTER KNOWN AS POINT 'A';
THENCE SOUTH 47° 42' 25" WEST, A DISTANCE OF 72.80 FEET TO A POINT;
THENCE SOUTH 01° 21' 23" EAST, A DISTANCE OF 136.56 FEET TO THE POINT OF TERMINUS ON THE NORTHERLY PUBLIC RIGHT OF WAY OF MORGAN AVENUE;

THENCE FROM SAID POINT 'A', LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SOUTH 18° 54' 34" WEST, A DISTANCE OF 158.76 FEET TO THE POINT OF TERMINUS;

SAID PARCEL CONTAINS 12,763 SQUARE FEET OR 0.2930 ACRES OF LAND MORE OR LESS.

PROPERTY INFORMATION

OWNER: THE CITY OF PIEDMONT, A CALIFORNIA MUNICIPAL CORPORATION
AND, AS DISCLOSED IN THE PUBLIC RECORDS, HAS BEEN SINCE 02/22/1993
DEED: 93058759 & BOOK 4250, PAGE 255
APN: 048A-7002-003-03 & 050-4579-061-00
898 RED ROCK ROAD, PIEDMONT, CA

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

LEGEND

ADDITIONAL LAND		IP / REBAR MONU		TRANSFORMER	
BUILDING		IP / REBAR - MONU- FOUND			
ASPHALT PAVEMENT		CASED MONU		TRANSFORMER PAD	
CONTOUR - MAJOR		CASED MONU - FOUND			
CONTOUR - MINOR		TRAVERSE POINT		CATCH BASIN	
EASEMENT		SURVEY POINT			
GUIDERAIL		GRAVEL		INLET	
JURISDICTION LINE		DIRT			
PROPERTY LINE	℄	CONCRETE		CULVERT	
PROPERTY TIE		RETAINING WALL			
PARENT PROPERTY	℄	STAIRS			
TOWER EASEMENT		DOOR / GATE		UTILITY VAULT	
RIGHT OF WAY		DOUBLE DOOR / GATE			
SETBACK		GATE - SLIDING			
TREELINE		SIGNS		MANHOLE	
WETLAND		MAILBOX	US	HANDHOLE	
RAILROAD TRACKS		COLUMN			
CENTERLINE	C.L.	UTILITY POLE		PULL BOX	PB
ROAD CENTERLINE		GUYED POLE			
STREAM		POLE		PEDESTAL	
STREAM (DIRECTIONAL)		LIGHTPOLE			
DITCH		BOLLARD		RISER	RS
CHANNEL		FIRE HYDRANT			
FENCE		FLAG POLE		METER	M
CABLE TV	CTV	SHRUB			
CABLE U.G.	CU			VALVE	
COMBINED SEWER	CS	TREE - PALM		CLEANOUT	CO
CABLE TV & ELEC	CTV-E			JUNCTION BOX	JB
CABLE TV & ELEC U.G.	CTV-EU	TREE - CONFEROUS		PUMP STATION	PS
CABLE, ELEC & TELE	CTV-E-T			UTILITY BOX	UT
CABLE, ELEC & TELE U.G.	CTV-E-TU	TREE - DECIDUOUS		CONTROLLER	C
ELECTRIC	E				
ELECTRIC U.G.	EU	METAL PLATFORM		HVAC	
FIBER	FO				
FIBER U.G.	FOU	FUEL TANKS	FUEL FUEL	GENERATOR	G
GAS	G				
SEWER	S	TRAFFIC SIGNAL CONTR.			
STORM	STM	TOPO - HIGH POINT			
TELEPHONE	T	TOPO - LOW POINT			
TELEPHONE U.G.	TU	PROPERTY TIE			
UNKNOWN UTILITY	UNK				
WATER	W				
BREAKLINE					
MATCH LINE					

TOWER SURVEY

832265

PIEDMONT CORP YARD
898 RED ROCK ROAD,
PIEDMONT, CA 94611
ALAMEDA COUNTY

VICINITY MAP - NTS



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	492,956	11.3167
EXISTING LEASE	1,459	0.0335
LEASE AREA ACCESS ROUTE & UTILITY TRENCH	12,763	0.2930

SURVEY PROCEDURES & EQUIPMENT

THE ACCURACY OF THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS AS REQUIRED BY [STATE REQUIREMENTS FOR BOUNDARY SURVEYS].

INSTRUMENTS USED:
- TRIMBLE R12i GNSS RECEIVER USING THE SMARTNET VRS NETWORK
- TRIMBLE TSC7 SERIES ROBOTIC TOTAL STATION

CONTENTS

COVER SHEET
PROPERTY OVERVIEW
LEASE OVERVIEW
SITE BOUNDARY
SITE OVERVIEW DETAIL (INTERNAL USE)
LEGAL DESCRIPTIONS

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
T.P.O.B.	TRUE POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
C.L.	CENTERLINE

DWG NAME: 5202306515_Gulfsouth Tower.dwg

SURVEY PERFORMED FOR:

Gulfsouth Towers

SURVEY COORDINATED BY:
GEOLINE SURVEYING, INC.
13430 NW 10th Terrace, Suite A, Alachua, FL 32615
Tele: (386) 418-0500 | Fax: (386) 462-9986

SURVEY PERFORMED BY: NV5
4580 Stephen Circle N.W., Suite 300, Canton, OH 44718
Tele: (800) 787-8397
www.nv5.com/real-estate-transaction-services

DRAWN BY: WFC | CHK BY: JLV | JOB NO.: 5202306515

SURVEYOR'S CERTIFICATION:
I hereby certify to Gulfsouth Towers, including its parents, subsidiaries and affiliated entities, and Old Republic National Title Insurance Company.
SURVEYOR NAME: JOSHUA L. VUKODER
CALIFORNIA CERTIFICATE NO. 8281

PRELIMINARY

SIGNATURE
MONTH, DAY, YEAR
DATE

LEASE AREA ZONING:
ZONE B (PUBLIC FACILITIES)

LEASE AREA FLOOD NOTE:
NON FLOODPRONE COMMUNITY OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 06001C 0080 G, EFFECTIVE AUGUST 3, 2009, PER MAP INDEX PANEL NO. 06001C IND0 B, EFFECTIVE DECEMBER 21, 2018 AND IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

BASIS OF NORTH:
THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON GPS OBSERVATION AND RELATED TO THE (CALIFORNIA) STATE PLANE COORDINATE SYSTEM (ZONE 3 – EPSG: 2227 – NAD83).

NOTES:
1. SURVEY PERFORMED ON 12-5-23.
2. DATA PROJECTED IN CALIFORNIA STATE PLANE COORDINATE SYSTEM (ZONE 3– EPSG: 2227 – NAD83), WITH (NAVD88) VERTICAL DATUM.
3. BURIED UTILITIES DEPICTED HEREON WERE DETECTED AND MARKED BY OTHERS USING INDIRECT METHODS. NO SUBSURFACE EXCAVATION WAS PERFORMED TO VERIFY THE TYPE AND LOCATION OF THE BURIED UTILITIES DEPICTED HEREON. IT IS POSSIBLE THAT OTHER UTILITIES SERVING THE SUBJECT TOWER SITE EXIST THAT WENT UNDETECTED AS A PART OF THIS SURVEY.
4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE NOTED HEREON
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	DRWN
1	12-11-23	FIRST DRAFT	WFC
2	12-12-23	COMMENTS	WFC
3	12-15-23	COMMENTS	WFC
4	12-22-23	COMMENTS	WFC
5	1-11-24	COMMENTS	WFC
6	1-17-24	COMMENTS	WFC
7	1-24-24	COMMENTS	WFC
8	3-1-24	COMMENTS	WFC
9	5-13-24	COMMENTS	WFC

SITE INFORMATION:

Name	**PIEDMONT CORP YARD**
BUN	**832265**
Address	**898 RED ROCK ROAD, PIEDMONT, CA 94611**
County	**ALAMEDA COUNTY**

SITE LOCATED IN:
LOT LINE ADJUSTMENT, INST. NO. 1992-370707

TOWER SURVEY

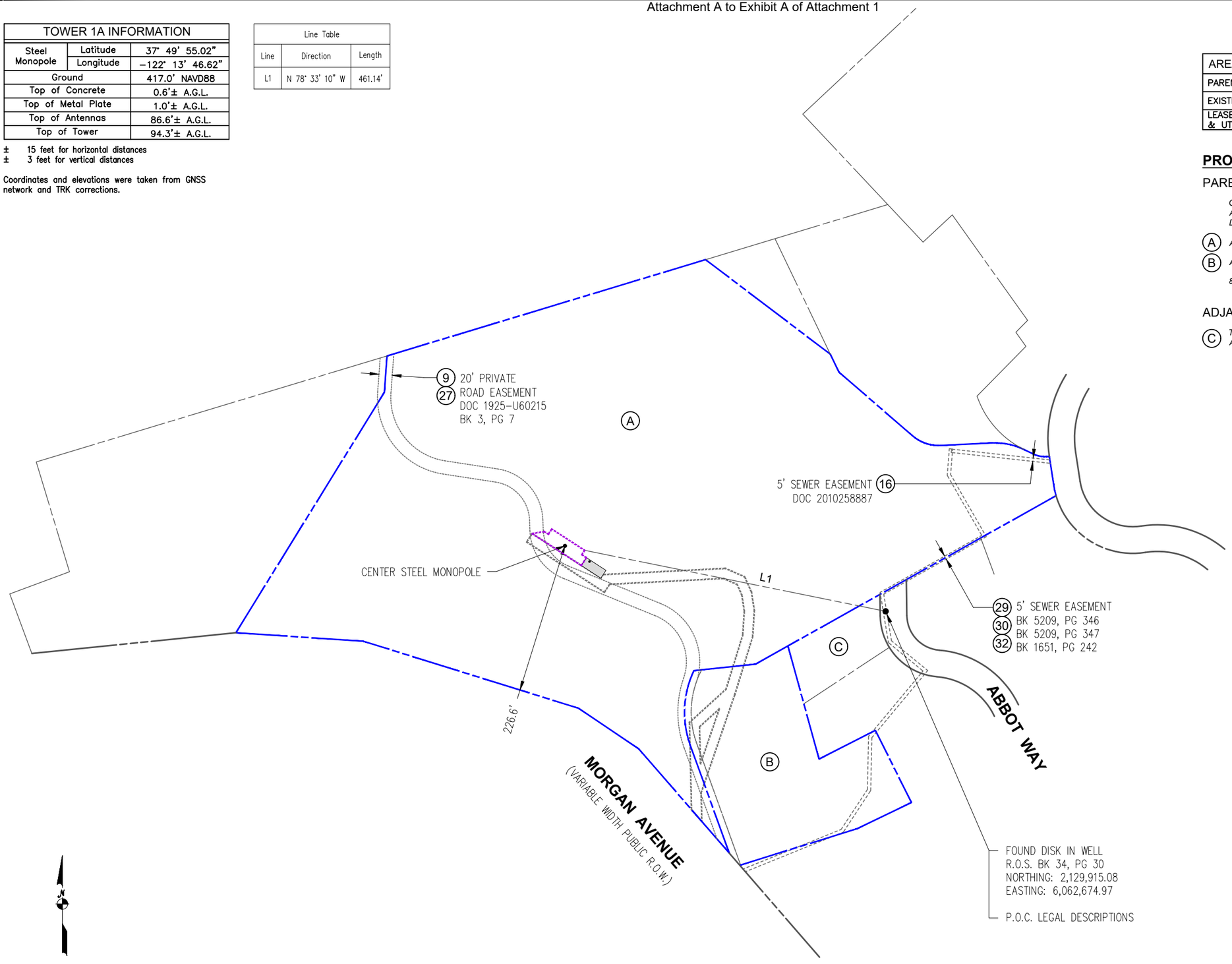
SHEET TITLE: COVER SHEET

TOWER 1A INFORMATION		
Steel Monopole	Latitude	37° 49' 55.02"
	Longitude	−122° 13' 46.62"
Ground		417.0' NAVD88
Top of Concrete		0.6'± A.G.L.
Top of Metal Plate		1.0'± A.G.L.
Top of Antennas		86.6'± A.G.L.
Top of Tower		94.3'± A.G.L.

± 15 feet for horizontal distances
± 3 feet for vertical distances

Coordinates and elevations were taken from GNSS network and TRK corrections.

Line Table		
Line	Direction	Length
L1	N 78° 33' 10" W	461.14'



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	492,956	11.3167
EXISTING LEASE	1,459	0.0335
LEASE AREA ACCESS ROUTE & UTILITY TRENCH	12,763	0.2930

PROPERTY INFORMATION

PARENT PARCEL

OWNER: THE CITY OF PIEDMONT, A CALIFORNIA MUNICIPAL CORPORATION AND, AS DISCLOSED IN THE PUBLIC RECORDS, HAS BEEN SINCE 02/22/1993 DEED: 93058759 & BOOK 4250, PAGE 255

(A) *APN: 048A-7002-003-03*

(B) *APN: 050-4579-061-00*

898 RED ROCK ROAD, PIEDMONT, CA

ADJACENT PARCELS

(C) *TAY SIEW K / TAM TIMMY H*
APN: 050-4579-062-00

SURVEY PERFORMED FOR:

Gulfsouth Towers

REV	DATE	DESCRIPTION	DRWN
1	12−11−23	FIRST DRAFT	WFC
2	12−12−23	COMMENTS	WFC
3	12−15−23	COMMENTS	WFC
4	12−22−23	COMMENTS	WFC
5	1−11−24	COMMENTS	WFC
6	1−17−24	COMMENTS	WFC
7	1−24−24	COMMENTS	WFC
8	3−1−24	COMMENTS	WFC
9	5−13−24	COMMENTS	WFC

SITE INFORMATION:

Name	**PIEDMONT CORP YARD**
BUN	**832265**
Address	**898 RED ROCK ROAD, PIEDMONT, CA 94611**
County	**ALAMEDA COUNTY**

SITE LOCATED IN:
LOT LINE ADJUSTMENT, INST. NO. 1992-370707

TOWER SURVEY

SHEET: PROPERTY OVERVIEW

P.O.B. LEASE AREA ACCESS ROUTE & UTILITY TRENCH

FOUND DISK IN WELL
R.O.S. BK 34, PG 30
NORTHING: 2,129,915.08
EASTING: 6,062,674.97

P.O.C. LEGAL DESCRIPTIONS

20' PRIVATE ROAD EASEMENT
DOC 1925-U60215
BK 3, PG 7

9
27

LEASE AREA ACCESS ROUTE & UTILITY TRENCH
12,763 SQUARE FEET

POINT 'A'

UTILITY POLE NOT INSTALLED AT THE TIME THE OF SURVEY. LOCATION SHOWN PER CLIENT PROVIDED PICTURES AND MEASUREMENTS.

5' SEWER EASEMENT
BK 5209, PG 346
BK 5209, PG 347
BK 1651, PG 242

29
30
32

MORGAN AVENUE
(VARIABLE WIDTH PUBLIC R.O.W.)

N

0 25 50 FT
SCALE: 1" = 50'

Line Table		
Line	Direction	Length
L2	N 57° 03' 55" W	58.80'
L3	S 32° 56' 05" W	9.40'
L4	N 57° 03' 55 W	7.50'
L5	S 80° 22' 00" W	18.33'
L6	S 32° 56' 05" W	7.50'
L7	S 57° 03' 55" E	130.46'
L8	N 32° 56' 05" E	9.98'
L9	N 87° 04' 35" E	178.05'
L10	S 66° 31' 24" E	26.97'
L11	S 24° 14' 05" E	21.14'
L12	S 08° 51' 47" E	26.03'
L13	S 03° 32' 14" W	37.98'
L14	S 17° 10' 36" W	88.27'
L15	S 47° 42' 25" W	72.80'
L16	S 01° 21' 23" E	136.56'
L17	S 18° 54' 34" W	158.76'

SURVEY PERFORMED FOR:

Gulfsouth Towers

REV	DATE	DESCRIPTION	DRWN
1	12-11-23	FIRST DRAFT	WFC
2	12-12-23	COMMENTS	WFC
3	12-15-23	COMMENTS	WFC
4	12-22-23	COMMENTS	WFC
5	1-11-24	COMMENTS	WFC
6	1-17-24	COMMENTS	WFC
7	1-24-24	COMMENTS	WFC
8	3-1-24	COMMENTS	WFC
9	5-13-24	COMMENTS	WFC

SITE INFORMATION:

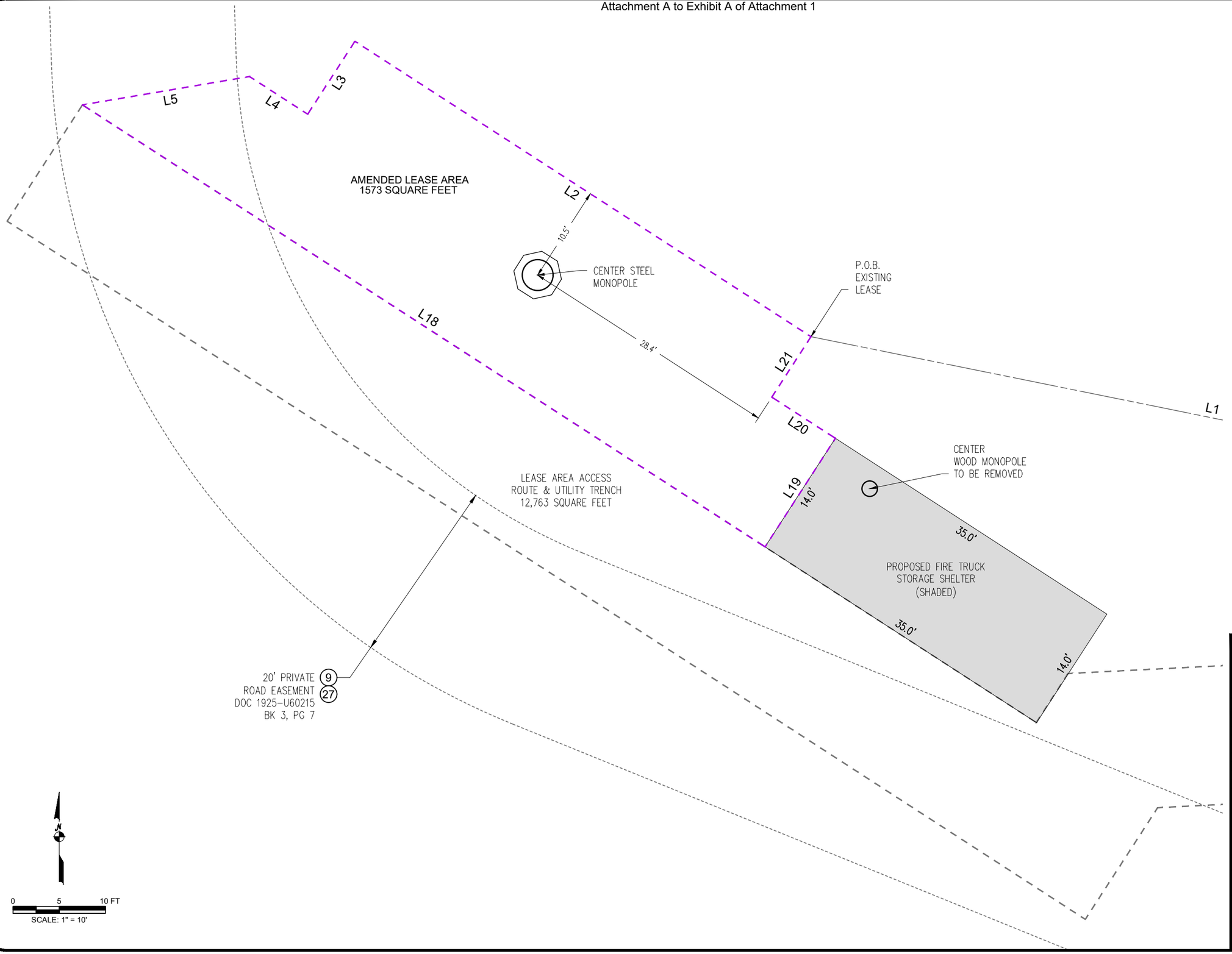
Name	**PIEDMONT CORP YARD**
BUN	**832265**
Address	**898 RED ROCK ROAD, PIEDMONT, CA 94611**
County	**ALAMEDA COUNTY**

SITE LOCATED IN:
LOT LINE ADJUSTMENT, INST. NO. 1992-370707

TOWER SURVEY

SHEET: EASEMENT ACCESS OVERVIEW

Lease Area		
Line	Direction	Length
L1	N 78° 33' 10" W	461.14'
L2	N 57° 03' 55" W	58.80'
L3	S 32° 56' 05" W	9.40'
L4	N 57° 03' 55" W	7.50'
L5	S 80° 22' 00" W	18.33'
L18	S 57° 03' 55" E	88.00'
L19	N 32° 56' 05" E	14.00'
L20	N 57° 03' 55" W	8.20'
L21	N 32° 56' 05" E	7.80'



SURVEY PERFORMED FOR:

Gulfsouth Towers

REV	DATE	DESCRIPTION	DRWN
1	12-11-23	FIRST DRAFT	WFC
2	12-12-23	COMMENTS	WFC
3	12-15-23	COMMENTS	WFC
4	12-22-23	COMMENTS	WFC
5	1-11-24	COMMENTS	WFC
6	1-17-24	COMMENTS	WFC
7	1-24-24	COMMENTS	WFC
8	3-1-24	COMMENTS	WFC
9	5-13-24	COMMENTS	WFC

SITE INFORMATION:

Name	**PIEDMONT CORP YARD**
BUN	**832265**
Address	**898 RED ROCK ROAD, PIEDMONT, CA 94611**
County	**ALAMEDA COUNTY**

SITE LOCATED IN:
LOT LINE ADJUSTMENT, INST. NO. 1992-370707

TOWER SURVEY

SHEET: SITE BOUNDARY

PARENT PARCEL LEGAL DESCRIPTION

PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
TITLE COMMITMENT NO. 01-23046636-01T - DATE: 10/16/2023 AT 7:00 A.M.

SITUATED IN THE CITY OF PIEDMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN 2.50 ACRE CONVEYED IN THE DEED FROM REALTY SYNDICATE COMPANY, A CORPORATION TO MOUNTAIN VIEW CEMETERY ASSOCIATION, A CORPORATION, DATED DECEMBER 30, 1914 ,RECORDED JANUARY 4, 1915 IN BOOK 2297, OF DEEDS, PAGE 363, ALAMEDA COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID 2.50 ACRE PARCEL SOUTH 68°21' 32" WEST 95.61 FEET, THENCE SOUTH 21° 39' 28" EAST, 95.31 FEET TO A POINT IN THE NORTHERLY LINE OF MORAGA AVENUE (FORMERLY COUNTY ROAD NO. 1105); THENCE ALONG SAID NORTHERLY LINE, NORTH 82°57'32" EAST 307.83 FEET, TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID NORTHERLY LINE NORTH 30° 28' 01" EAST, 424.04 FEET; THENCE NORTH 2° 57' 32" EAST, 54.96 FEET; THENCE NORTH 71° 56' 32" EAST, 499.82 FEET; THENCE SOUTH 54°04'48" EAST, 235.05 FEET; THENCE SOUTH 26° 51' 38" EAST, 29.64 FEET; THENCE SOUTH 50°22'28" EAST, 146.09 FEET; THENCE HEADING EAST ALONG A CURVE CONCAVE TO THE NORTH A RADIUS OF 60.0 FEET, 45.88 FEET; THENCE NORTH 86° 00' 32" EAST, 77.31 FEET; THENCE HEADING EAST ALONG A CURVE CONCAVE TO THE SOUTH A RADIUS OF 100.0 FEET, 50.18 FEET; THENCE SOUTH 65° 12' 00" EAST, 12.91 FEET; THENCE HEADING EAST ALONG A CURVE CONCAVE TO THE NORTH A RADIUS OF 41.24 FEET, 25.12 FEET; THENCE SOUTH 10° 00' 00" EAST, 45.51 FEET; THENCE HEADING SOUTH ALONG A CURVE CONCAVE TO THE EAST A RADIUS OF 120.0 FEET, 15.57 FEET; THENCE SOUTH 59° 30' 00" WEST, 517.43 FEET; THENCE SOUTH 82°47'00" WEST, 92.92 FEET, THENCE HEADING SOUTH ALONG A CURVE CONCAVE TO THE EAST A RADIUS OF 146.0 FEET, 115.22 FEET; THENCE SOUTH 21° 06' 28", EAST, 172.00 FEET TO A POINT IN THE NORTHERLY LINE OF MORAGA AVENUE; THENCE ALONG SAID NORTHERLY LINE NORTH 42° 12' 28" WEST, 206.85 FEET; THENCE NORTH 57° 12' 28" WEST, 109.24 FEET; THENCE NORTH 73° 57' 28" WEST, 338.76 FEET; THENCE NORTH 87° 27' 28" WEST, 191.67 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT AS DESCRIBED IN EXHIBIT "8-1" RECORDED NOVEMBER 13, 1992 AS INSTRUMENT NO. 1992-370707 OF OFFICIAL RECORDS.

TAX ID: 048A-7002-003-03

BEING THE SAME PROPERTY CONVEYED TO THE CITY OF PIEDMONT, A CALIFORNIA MUNICIPAL CORPORATION, GRANTEE, FROM MOUNTAIN VIEW CEMETERY ASSOCIATION, A CALIFORNIA NONPROFIT CORPORATION, GRANTOR, BY GRANT DEED RECORDED 02/22/1993, AS DOCUMENT NO. 93058759, OF THE ALAMEDA COUNTY RECORDS.

BEING THE SAME PROPERTY CONVEYED TO THE CITY OF PIEDMONT, A CALIFORNIA MUNICIPAL CORPORATION, GRANTEE, FROM THE CITY OF PIEDMONT, A CALIFORNIA MUNICIPAL CORPORATION, GRANTOR, BY GRANT DEED RECORDED 04/20/1994, AS DOCUMENT NO. 94154775, OF THE ALAMEDA COUNTY RECORDS.

ACCESS PARCEL:

COMMENCING AT A POINT IN THE NORTHWESTERLY BOUNDARY LINE OF THAT CERTAIN SIXTEEN AND 668/1000 ACRE PIECE OR PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED FROM REALTY SYNDICATE COMPANY, A CORPORATION, TO MELLIE A. MAXWELL, DATED NOVEMBER 23, 1916 AND RECORDED ON JANUARY 11, 1917 IN LIBER 2319 OF DEEDS AT PAGE 260 IN THE OFFICE OF THE COUNTY RECORDER OF SAID, COUNTY OF ALAMEDA, DISTANT THEREON SOUTH 59° 30' WEST FOUR HUNDRED SIXTY-FOUR (464) FEET FROM THE MOST NORTHERLY CORNER OF SAID SIXTEEN AND 668/1000 ACRE PIECE OR PARCEL OF LAND; AND RUNNING THENCE ALONG SAID NORTHWESTERLY BOUNDARY LINE OF SAID SIXTEEN AND 668/1000 ACRE PIECE OR PARCEL OF LAND SOUTH 59° 30' WEST FIFTY-SIX FEET; THENCE CONTINUING ALONG SAID NORTHWESTERLY BOUNDARY LINE OF SAID SIXTEEN AND 668/1000 ACRE PIECE OR PARCEL OF LAND SOUTH 82° 45' WEST EIGHTY-ONE AND 5/100 FEET; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY LINE OF SAID SIXTEEN AND 668/1000 ACRE PIECE OR PARCEL OF LAND SOUTHERLY ON THE ARC OF A CIRCLE OF ONE HUNDRED THIRTY-SIX AND 71/100 FEET RADIUS, DEFLECTING TO THE LEFT OR EASTWARD, (THE CHORD OF SAID ARC BEARING SOUTH 2° 40' 53" WEST, A DISTANCE OF ONE HUNDRED THIRTEEN AND 57/100 (113.57) FEET; THENCE SOUTH 21° 07' EAST, TANGENT TO LAST MENTIONED ARC, ONE HUNDRED NINETY-FOUR AND 15/100 (194.15) FEET; THENCE NORTH 71° 28' EAST ONE HUNDRED MIGHTY-FOUR AND 44/100 (184.44) FEET; THENCE NORTH 63° 05' EAST EIGHTY-NINE AND 19/100 (89.19) FEET; THENCE NORTH 27° 46' 35" WEST ONE HUNDRED TWENTY-ONE AND 15/100 (121.15) FEET; THENCE SOUTH 61° 49' NEST NINETY-FIVE (95) FEET; AND THENCE NORTH 16° 37" WEST ONE HUNDRED SEVENTY-SIX (176) FEET TO THE POINT OF COMMENCEMENT.

TAX ID: 050-4579-061

BEING THE SAME PROPERTY CONVEYED TO THE CITY OF PIEDMONT, A CALIFORNIA MUNICIPAL CORPORATION, GRANTEE, FROM E.B. CAMPBELL, GRANTOR, BY RESOLUTION RECORDED 08/05/1942 AS BOOK 4250, PAGE 255 , OF THE ALAMEDA COUNTY RECORDS.

SCHEDULE B II

PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
TITLE COMMITMENT NO. 01-23046636-01T - DATE: 10/16/2023 AT 7:00 A.M.

ITEMS 1 THROUGH 8.

(NOT A SURVEY MATTER)

9. EASEMENT RECORDED 07/21/1925, AS DOCUMENT NO. 1925-U60215, OF THE ALAMEDA COUNTY RECORDS.
10. DECLARATION OF DEDICATION OF CEMETERY PROPERTY, RECORDED 01/02/1973, AS DOCUMENT NO. 1973-000412, OF THE ALAMEDA COUNTY RECORDS.

(ITS LOCATION IS SHOWN)

11. DECLARATION OF DEDICATION OF CEMETERY PROPERTY, RECORDED 10/23/1978, AS DOCUMENT NO. 1978-205507, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

12. DECLARATION OF DEDICATION, RECORDED 12/09/1988, AS DOCUMENT NO. 1988-315069, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

SCHEDULE B II

PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
TITLE COMMITMENT NO. 01-23046636-01T - DATE: 10/16/2023 AT 7:00 A.M.

14. CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED 11/13/1992, AS DOCUMENT NO. 1992-370707, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

15. MEMORANDUM OF LEASE BY AND BETWEEN MOUNTAIN VIEW CEMETERY ASSOCIATION, LESSOR, AND BAY AREA CELLULAR TELEPHONE COMPANY, LESSEE, RECORDED 06/20/1996, AS DOCUMENT NO. 96149948, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

16. GRANT OF SEWER EASEMENT IN FAVOR OF ARNOLD W. LEVINE AND MARY B. LEVINE, RECORDED 09/07/2010, AS DOCUMENT NO. 2010258887, OF THE ALAMEDA COUNTY RECORDS.

(ITS LOCATION IS SHOWN)

17. MEMORANDUM OF LEASE BY AND BETWEEN GST CAPITAL PARTNERS, LLC, LANDLORD, AND NEW CINGULAR WIRELESS PCS, LLC, TENANT, RECORDED 08/10/2021, AS DOCUMENT NO. 2021273291, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

ITEMS 18 THROUGH 21. (NOT A SURVEY MATTER)

22. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE MAP OF MOUNTAIN VIEW CEMETERY, RECORDED IN BOOK 43, PAGE 17A, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

23. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE MAP, RECORDED IN BOOK 185, PAGE 71, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

24. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE MAP, RECORDED IN BOOK 204, PAGE 32, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

25. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE MAP, RECORDED IN BOOK 204, PAGE 42, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

26. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE MAP, RECORDED IN BOOK 204, PAGE 46, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

27. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE RECORD OF SURVEY FOR MOUNTAIN VIEW CEMETERY ASSOCIATION, RECORDED IN BOOK 3, PAGE 7, OF THE ALAMEDA COUNTY RECORDS.

(ITS LOCATION IS SHOWN)

28. RESTRICTIONS AND CONDITIONS AS CONTAINED IN RESOLUTION, RECORDED 08/05/1942 AS BOOK 4250, PAGE 255 OF THE ALAMEDA COUNTY RECORDS. – PERTAINS TO ACCESS PARCEL

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

29. SEWER EASEMENT, RECORDED 10/03/1947 AS BOOK 5209, PAGE 346 OF THE ALAMEDA COUNTY RECORDS. – PERTAINS TO ACCESS PARCEL

(ITS LOCATION IS SHOWN)

30. EASEMENT AS CONTAINED IN RESOLUTION, RECORDED 10/03/1947 AS BOOK 5209, PAGE 347 OF THE ALAMEDA COUNTY RECORDS. – PERTAINS TO ACCESS PARCEL

(ITS LOCATION IS SHOWN)

31. RIGHT OF WAY TO THE CITY OF PIEDMONT, RECORDED 01/14/1965 AS BOOK 1569, PAGE 748 OF THE ALAMEDA COUNTY RECORDS. – PERTAINS TO ACCESS PARCEL

(IT IS NOT ON, DOES NOT TOUCH, AND/OR - BASED ON THE DESCRIPTION CONTAINED IN THE RECORD DOCUMENT - DOES NOT AFFECT, THE SURVEYED PROPERTY)

32. RIGHT OF WAY TO THE CITY OF PIEDMONT, RECORDED 11/26/1965 AS BOOK 1651, PAGE 242 OF THE ALAMEDA COUNTY RECORDS. – PERTAINS TO ACCESS PARCEL

(ITS LOCATION IS SHOWN)

LEASE AREA

(AS-SURVEYED)

A PORTION OF THAT PARCEL PER THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT AS DESCRIBED IN EXHIBIT "B-1" RECORDED NOVEMBER 13, 1992 AS INSTRUMENT NO. 1992-370707 OF THE ALAMEDA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND DISK IN WELL, WITH A NORTHING OF 2,129,915.08, AN EASTING OF 6,062,674.97, THENCE NORTH 78° 33' 10" WEST, A DISTANCE OF 461.14 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 58.80 FEET TO A POINT;
THENCE SOUTH 32° 56' 05" WEST, A DISTANCE OF 9.40 FEET TO A POINT;
THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 7.50 FEET TO A POINT;
THENCE SOUTH 80° 22' 00" WEST, A DISTANCE OF 18.33 FEET TO A POINT;
THENCE SOUTH 57° 03' 55" EAST, A DISTANCE OF 88.00 FEET TO A POINT;
THENCE NORTH 32° 56' 05" EAST, A DISTANCE OF 14.00 FEET TO A POINT;
THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 8.20 FEET TO A POINT;
THENCE NORTH 32° 56' 05" EAST, A DISTANCE OF 7.80 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,573 SQUARE FEET OR 0.0361 ACRES OF LAND MORE OR LESS.

LEASE AREA ACCESS ROUTE & UTILITY TRENCH

(AS-SURVEYED)

A PORTION OF THAT PARCEL PER THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT AS DESCRIBED IN EXHIBIT "B-1" RECORDED NOVEMBER 13, 1992 AS INSTRUMENT NO. 1992-370707 & A PORTION OF THAT PARCEL AS DESCRIBED IN RESOLUTION RECORDED 08/05/1942, AS BOOK 4250, PAGE 255 OF THE ALAMEDA COUNTY RECORDS, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND DISK IN WELL, WITH A NORTHING OF 2,129,915.08, AN EASTING OF 6,062,674.97, THENCE NORTH 78° 33' 10" WEST, A DISTANCE OF 461.14 FEET TO A POINT;
THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 58.80 FEET TO A POINT;
THENCE SOUTH 32° 56' 05" WEST, A DISTANCE OF 9.40 FEET TO A POINT;
THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 7.50 FEET TO A POINT;
THENCE SOUTH 80° 22' 00" WEST, A DISTANCE OF 18.33 FEET TO A POINT;
THENCE SOUTH 32° 56' 05" WEST, A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 57° 03' 55" EAST, A DISTANCE OF 130.46 FEET TO A POINT;
THENCE NORTH 32° 56' 05" EAST, A DISTANCE OF 9.98 FEET TO A POINT;
THENCE NORTH 87° 04' 35" EAST, A DISTANCE OF 178.05 FEET TO A POINT;
THENCE SOUTH 66° 31' 24" EAST, A DISTANCE OF 26.97 FEET TO A POINT;
THENCE SOUTH 24° 14' 05" EAST, A DISTANCE OF 21.14 FEET TO A POINT;
THENCE SOUTH 08° 51' 47" EAST, A DISTANCE OF 26.03 FEET TO A POINT;
THENCE SOUTH 03° 32' 14" WEST, A DISTANCE OF 37.98 FEET TO A POINT;
THENCE SOUTH 17° 10' 36" WEST, A DISTANCE OF 88.27 FEET TO A POINT HEREINAFTER KNOWN AS POINT 'A';
THENCE SOUTH 47° 42' 25" WEST, A DISTANCE OF 72.80 FEET TO A POINT;
THENCE SOUTH 01° 21' 23" EAST, A DISTANCE OF 136.56 FEET TO THE POINT OF TERMINUS ON THE NORTHERLY PUBLIC RIGHT OF WAY OF MORGAN AVENUE;

THENCE FROM SAID POINT 'A', LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SOUTH 18° 54' 34" WEST, A DISTANCE OF 158.76 FEET TO THE POINT OF TERMINUS;

SAID PARCEL CONTAINS 12,763 SQUARE FEET OR 0.2930 ACRES OF LAND MORE OR LESS.

SURVEY PERFORMED FOR:

Gulfsouth Towers

REV	DATE	DESCRIPTION	DRWN
1	12-11-23	FIRST DRAFT	WFC
2	12-12-23	COMMENTS	WFC
3	12-15-23	COMMENTS	WFC
4	12-22-23	COMMENTS	WFC
5	1-11-24	COMMENTS	WFC
6	1-17-24	COMMENTS	WFC
7	1-24-24	COMMENTS	WFC
8	3-1-24	COMMENTS	WFC
9	5-13-24	COMMENTS	WFC

SITE INFORMATION:

Name	**PIEDMONT CORP YARD**
BUN	**832265**
Address	**898 RED ROCK ROAD, PIEDMONT, CA 94611**
County	**ALAMEDA COUNTY**

SITE LOCATED IN:
LOT LINE ADJUSTMENT, INST. NO. 1992-370707

TOWER SURVEY

SHEET: LEGAL DESCRIPTIONS

LEGEND

ADDITIONAL LAND		IP / REBAR MONU		TRANSFORMER	
BUILDING		IP / REBAR - MONU- FOUND			
ASPHALT PAVEMENT		CASED MONU		TRANSFORMER PAD	
CONTOUR - MAJOR		CASED MONU - FOUND			
CONTOUR - MINOR		TRAVERSE POINT		CATCH BASIN	
EASEMENT		SURVEY POINT			
GUIDERAIL		GRAVEL		INLET	
JURISDICTION LINE		DIRT			
PROPERTY LINE	℄	CONCRETE		CULVERT	
PROPERTY TIE		RETAINING WALL			
PARENT PROPERTY	℄	STAIRS			
TOWER EASEMENT		DOOR / GATE		UTILITY VAULT	
RIGHT OF WAY		DOUBLE DOOR / GATE			
SETBACK		GATE - SLIDING			
TREELINE		SIGNS		MANHOLE	
WETLAND		MAILBOX	US	HANDHOLE	
RAILROAD TRACKS		COLUMN			
CENTERLINE	C.L.	UTILITY POLE		PULL BOX	PB
ROAD CENTERLINE		GUYED POLE			
STREAM		POLE		PEDESTAL	
STREAM (DIRECTIONAL)		LIGHTPOLE			
DITCH		BOLLARD		RISER	RS
CHANNEL		FIRE HYDRANT			
FENCE		FLAG POLE		METER	M
CABLE TV	CTV	SHRUB			
CABLE U.G.	CU			VALVE	
COMBINED SEWER	CS	TREE - PALM		CLEANOUT	CO
CABLE TV & ELEC	CTV-E			JUNCTION BOX	JB
CABLE TV & ELEC U.G.	CTV-EU	TREE - CONFEROUS		PUMP STATION	PS
CABLE, ELEC & TELE	CTV-E-T			UTILITY BOX	UT
CABLE, ELEC & TELE U.G.	CTV-E-TU	TREE - DECIDUOUS		CONTROLLER	C
ELECTRIC	E				
ELECTRIC U.G.	EU	METAL PLATFORM		HVAC	
FIBER	FO				
FIBER U.G.	FOU	FUEL TANKS	FUEL FUEL	GENERATOR	G
GAS	G				
SEWER	S	TRAFFIC SIGNAL CONTR.			
STORM	STM	TOPO - HIGH POINT			
TELEPHONE	T	TOPO - LOW POINT			
TELEPHONE U.G.	TU	PROPERTY TIE			
UNKNOWN UTILITY	UNK				
WATER	W				
BREAKLINE					
MATCH LINE					

DWG NAME: 5202306515_Gulfsouth.dwg

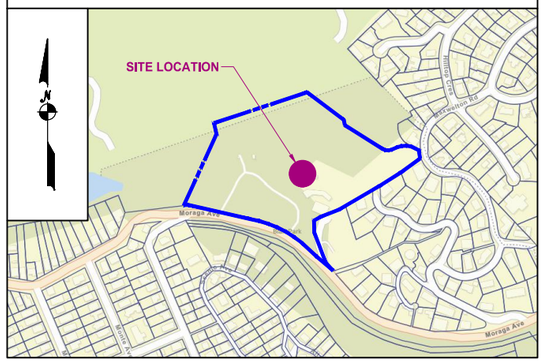
AS-BUILT SURVEY

832265

PIEDMONT CORP YARD

898 RED ROCK ROAD,
PIEDMONT, CA 94611
ALAMEDA COUNTY

VICINITY MAP - NTS



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	492,956	11.3167
COMPOUND	1,269	0.0291
EXISTING LEASE	1,459	0.0335
LEASE AREA ACCESS ROUTE & UTILITY TRENCH	12,763	0.2930

SURVEY PROCEDURES & EQUIPMENT

THE ACCURACY OF THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS AS REQUIRED BY [STATE REQUIREMENTS FOR BOUNDARY SURVEYS].

INSTRUMENTS USED:
- TRIMBLE R12i GNSS RECEIVER USING THE SMARTNET VRS NETWORK
- TRIMBLE TSC7 SERIES ROBOTIC TOTAL STATION

CONTENTS

COVER SHEET
PROPERTY OVERVIEW
LEASE OVERVIEW
SITE BOUNDARY
SITE OVERVIEW DETAIL (INTERNAL USE)
LEGAL DESCRIPTIONS

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
T.P.O.B.	TRUE POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
C.L.	CENTERLINE

SURVEY PERFORMED FOR:

Gulfsouth Towers

SURVEY COORDINATED BY:
GEOLINE SURVEYING, INC.
13430 NW 10th Terrace, Suite A, Alachua, FL 32615
Tele: (386) 418-0500 | Fax: (386) 462-9986

SURVEY PERFORMED BY: NV5
4580 Stephen Circle N.W., Suite 300, Canton, OH 44718
Tele: (800) 787-8397
www.nv5.com/real-estate-transaction-services

DRAWN BY: WFC | CHK BY: JLV | JOB NO.: 5202306515

SURVEYOR'S CERTIFICATION:
I hereby certify to Gulfsouth Towers, including its parents, subsidiaries and affiliated entities, and Old Republic National Title Insurance Company.
SURVEYOR NAME: JOSHUA L. VUKODER
CALIFORNIA CERTIFICATE NO. 8281

PRELIMINARY

SIGNATURE
MONTH, DAY, YEAR
DATE

LEASE AREA ZONING:
ZONE B (PUBLIC FACILITIES)

LEASE AREA FLOOD NOTE:
NON FLOODPRONE COMMUNITY OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 06001C 0080 G, EFFECTIVE AUGUST 3, 2009, PER MAP INDEX PANEL NO. 06001C IND0 B, EFFECTIVE DECEMBER 21, 2018 AND IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

BASIS OF NORTH:
THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON GPS OBSERVATION AND RELATED TO THE (CALIFORNIA) STATE PLANE COORDINATE SYSTEM (ZONE 3 – EPSG: 2227 – NAD83).

NOTES:
1. SURVEY PERFORMED ON 12-5-23.
2. DATA PROJECTED IN CALIFORNIA STATE PLANE COORDINATE SYSTEM (ZONE 3– EPSG: 2227 – NAD83), WITH (NAVD88) VERTICAL DATUM.
3. BURIED UTILITIES DEPICTED HEREON WERE DETECTED AND MARKED BY OTHERS USING INDIRECT METHODS. NO SUBSURFACE EXCAVATION WAS PERFORMED TO VERIFY THE TYPE AND LOCATION OF THE BURIED UTILITIES DEPICTED HEREON. IT IS POSSIBLE THAT OTHER UTILITIES SERVING THE SUBJECT TOWER SITE EXIST THAT WENT UNDETECTED AS A PART OF THIS SURVEY.
4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE NOTED HEREON
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	DRWN
1	12-11-23	FIRST DRAFT	WFC
2	12-12-23	COMMENTS	WFC
3	12-15-23	COMMENTS	WFC
4	12-22-23	COMMENTS	WFC
5	1-11-24	COMMENTS	WFC
6	1-17-24	COMMENTS	WFC
7	1-24-24	COMMENTS	WFC
8	3-1-24	COMMENTS	WFC
9	5-13-24	COMMENTS	WFC

SITE INFORMATION:

Name	**PIEDMONT CORP YARD**
BUN	**832265**
Address	**898 RED ROCK ROAD, PIEDMONT, CA 94611**
County	**ALAMEDA COUNTY**

SITE LOCATED IN:
LOT LINE ADJUSTMENT, INST. NO. 1992-370707

AS-BUILT SURVEY

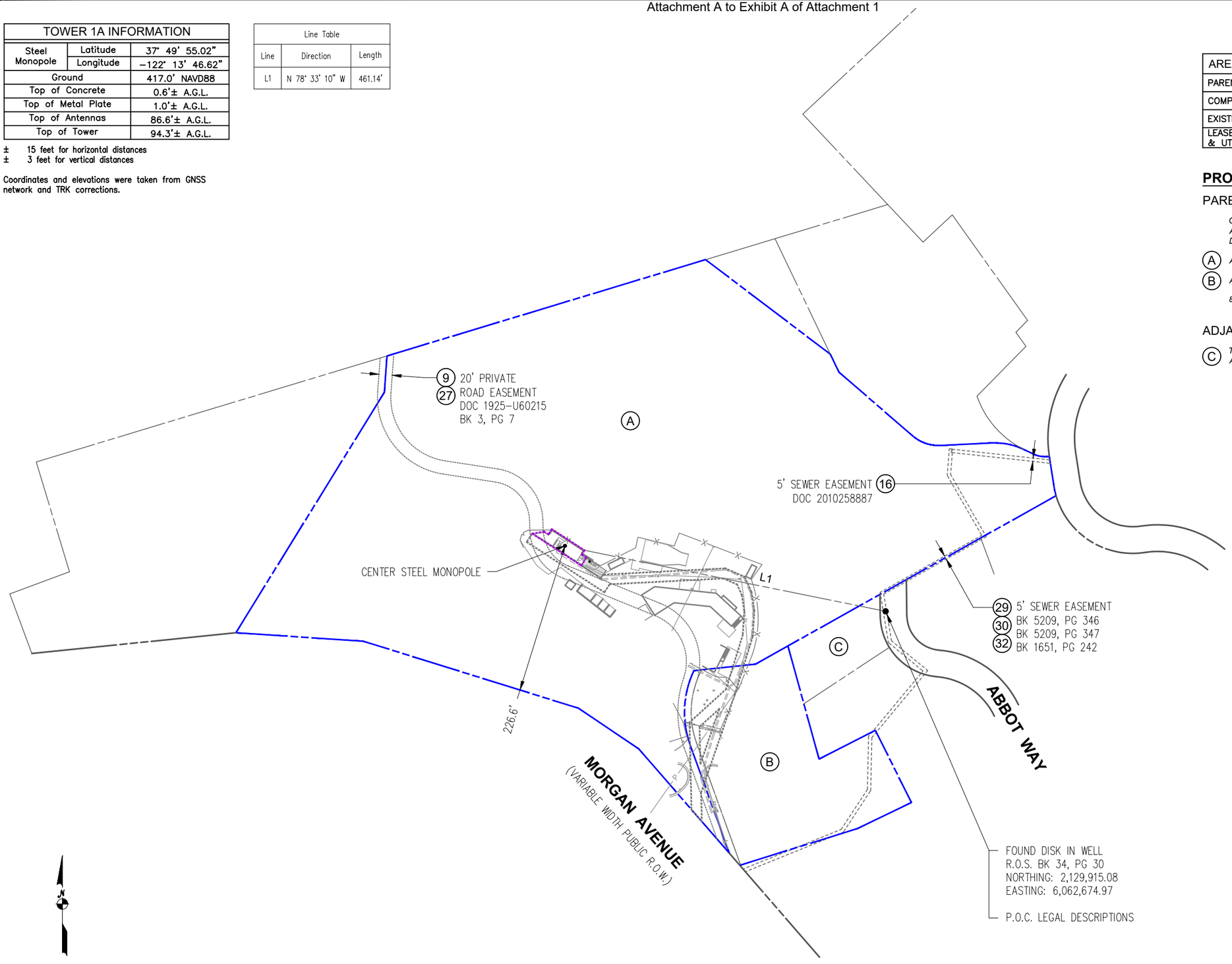
SHEET TITLE: COVER SHEET

TOWER 1A INFORMATION		
Steel Monopole	Latitude	37° 49' 55.02"
	Longitude	−122° 13' 46.62"
Ground		417.0' NAVD88
Top of Concrete		0.6'± A.G.L.
Top of Metal Plate		1.0'± A.G.L.
Top of Antennas		86.6'± A.G.L.
Top of Tower		94.3'± A.G.L.

± 15 feet for horizontal distances
± 3 feet for vertical distances

Coordinates and elevations were taken from GNSS network and TRK corrections.

Line Table		
Line	Direction	Length
L1	N 78° 33' 10" W	461.14'



0 75 150 FT
SCALE: 1" = 150'

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	492,956	11.3167
COMPOUND	1,269	0.0291
EXISTING LEASE	1,459	0.0335
LEASE AREA ACCESS ROUTE & UTILITY TRENCH	12,763	0.2930

PROPERTY INFORMATION

PARENT PARCEL

OWNER: THE CITY OF PIEDMONT, A CALIFORNIA MUNICIPAL CORPORATION AND, AS DISCLOSED IN THE PUBLIC RECORDS, HAS BEEN SINCE 02/22/1993
DEED: 93058759 & BOOK 4250, PAGE 255

(A) *APN: 048A-7002-003-03*

(B) *APN: 050-4579-061-00*

898 RED ROCK ROAD, PIEDMONT, CA

ADJACENT PARCELS

(C) *TAY SIEW K / TAM TIMMY H*
APN: 050-4579-062-00

SURVEY PERFORMED FOR:

Gulfsouth Towers

REV	DATE	DESCRIPTION	DRWN
1	12−11−23	FIRST DRAFT	WFC
2	12−12−23	COMMENTS	WFC
3	12−15−23	COMMENTS	WFC
4	12−22−23	COMMENTS	WFC
5	1−11−24	COMMENTS	WFC
6	1−17−24	COMMENTS	WFC
7	1−24−24	COMMENTS	WFC
8	3−1−24	COMMENTS	WFC
9	5−13−24	COMMENTS	WFC

SITE INFORMATION:

Name	**PIEDMONT CORP YARD**
BUN	**832265**
Address	**898 RED ROCK ROAD, PIEDMONT, CA 94611**
County	**ALAMEDA COUNTY**

SITE LOCATED IN:
LOT LINE ADJUSTMENT, INST. NO. 1992-370707

AS-BUILT SURVEY

SHEET: PROPERTY OVERVIEW

P.O.B. LEASE AREA
ACCESS ROUTE &
UTILITY TRENCH

FOUND DISK IN WELL
R.O.S. BK 34, PG 30
NORTHING: 2,129,915.08
EASTING: 6,062,674.97

P.O.C. LEGAL DESCRIPTIONS

20' PRIVATE ROAD EASEMENT (9) (27)
DOC 1925-U60215
BK 3, PG 7

LEASE AREA ACCESS
ROUTE & UTILITY TRENCH
12,763 SQUARE FEET

POINT 'A'

UTILITY POLE NOT INSTALLED AT THE TIME THE OF SURVEY. LOCATION SHOWN PER CLIENT PROVIDED PICTURES AND MEASUREMENTS.

5' SEWER EASEMENT (29)
BK 5209, PG 346 (30)
BK 5209, PG 347
BK 1651, PG 242 (32)

MORGAN AVENUE
(VARIABLE WIDTH PUBLIC R.O.W.)

Line Table		
Line	Direction	Length
L2	N 57° 03' 55" W	58.80'
L3	S 32° 56' 05" W	9.40'
L4	N 57° 03' 55 W	7.50'
L5	S 80° 22' 00" W	18.33'
L6	S 32° 56' 05" W	7.50'
L7	S 57° 03' 55" E	130.46'
L8	N 32° 56' 05" E	9.98'
L9	N 87° 04' 35" E	178.05'
L10	S 66° 31' 24" E	26.97'
L11	S 24° 14' 05" E	21.14'
L12	S 08° 51' 47" E	26.03'
L13	S 03° 32' 14" W	37.98'
L14	S 17° 10' 36" W	88.27'
L15	S 47° 42' 25" W	72.80'
L16	S 01° 21' 23" E	136.56'
L17	S 18° 54' 34" W	158.76'

N

0 25 50 FT
SCALE: 1" = 50'

SURVEY PERFORMED FOR:

Gulfsouth Towers

REV	DATE	DESCRIPTION	DRWN
1	12-11-23	FIRST DRAFT	WFC
2	12-12-23	COMMENTS	WFC
3	12-15-23	COMMENTS	WFC
4	12-22-23	COMMENTS	WFC
5	1-11-24	COMMENTS	WFC
6	1-17-24	COMMENTS	WFC
7	1-24-24	COMMENTS	WFC
8	3-1-24	COMMENTS	WFC
9	5-13-24	COMMENTS	WFC

SITE INFORMATION:

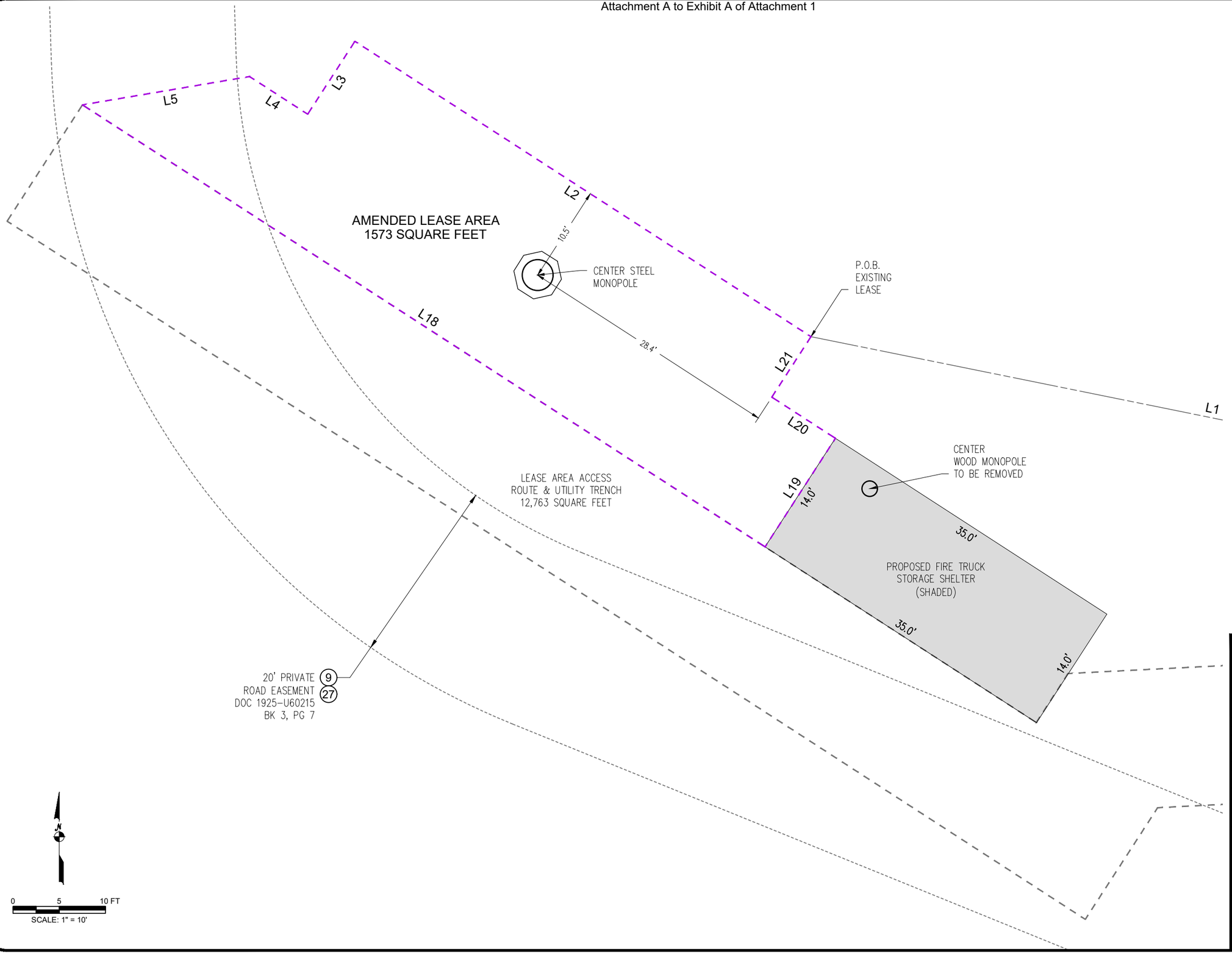
Name	**PIEDMONT CORP YARD**
BUN	**832265**
Address	**898 RED ROCK ROAD, PIEDMONT, CA 94611**
County	**ALAMEDA COUNTY**

SITE LOCATED IN:
LOT LINE ADJUSTMENT, INST. NO. 1992-370707

AS-BUILT SURVEY

SHEET: EASEMENT ACCESS OVERVIEW

Lease Area		
Line	Direction	Length
L1	N 78° 33' 10" W	461.14'
L2	N 57° 03' 55" W	58.80'
L3	S 32° 56' 05" W	9.40'
L4	N 57° 03' 55" W	7.50'
L5	S 80° 22' 00" W	18.33'
L18	S 57° 03' 55" E	88.00'
L19	N 32° 56' 05" E	14.00'
L20	N 57° 03' 55" W	8.20'
L21	N 32° 56' 05" E	7.80'



SURVEY PERFORMED FOR:

Gulfsouth Towers

REV	DATE	DESCRIPTION	DRWN
1	12-11-23	FIRST DRAFT	WFC
2	12-12-23	COMMENTS	WFC
3	12-15-23	COMMENTS	WFC
4	12-22-23	COMMENTS	WFC
5	1-11-24	COMMENTS	WFC
6	1-17-24	COMMENTS	WFC
7	1-24-24	COMMENTS	WFC
8	3-1-24	COMMENTS	WFC
9	5-13-24	COMMENTS	WFC

SITE INFORMATION:

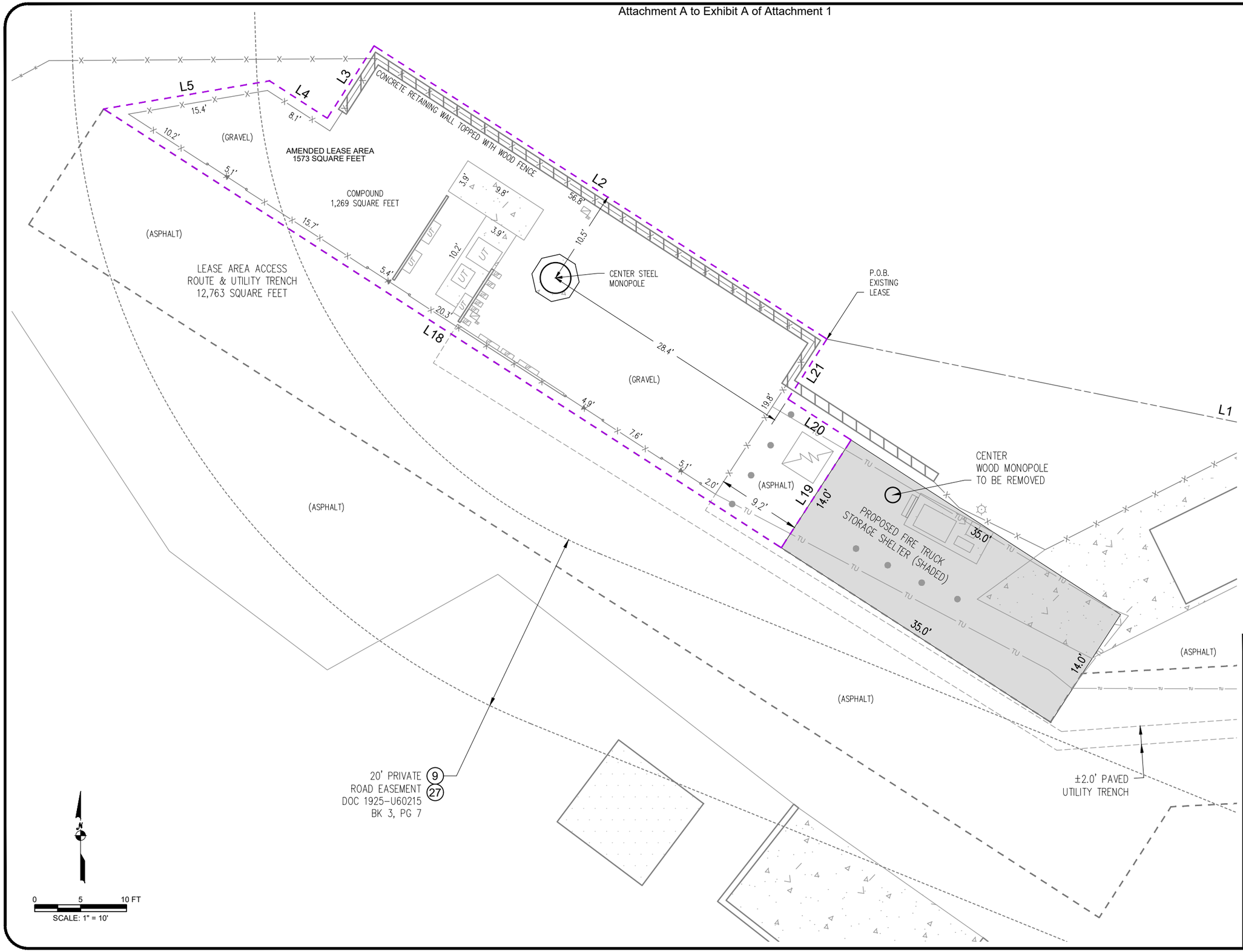
Name	**PIEDMONT CORP YARD**
BUN	**832265**
Address	**898 RED ROCK ROAD, PIEDMONT, CA 94611**
County	**ALAMEDA COUNTY**

SITE LOCATED IN:
LOT LINE ADJUSTMENT, INST. NO. 1992-370707

AS-BUILT SURVEY

SHEET: SITE BOUNDARY

Lease Area		
Line	Direction	Length
L1	N 78° 33' 10" W	461.14'
L2	N 57° 03' 55" W	58.80'
L3	S 32° 56' 05" W	9.40'
L4	N 57° 03' 55" W	7.50'
L5	S 80° 22' 00" W	18.33'
L18	S 57° 03' 55" E	88.00'
L19	N 32° 56' 05" E	14.00'
L20	N 57° 03' 55" W	8.20'
L21	N 32° 56' 05" E	7.80'



SURVEY PERFORMED FOR:

Gulfsouth Towers

REV	DATE	DESCRIPTION	DRWN
1	12-11-23	FIRST DRAFT	WFC
2	12-12-23	COMMENTS	WFC
3	12-15-23	COMMENTS	WFC
4	12-22-23	COMMENTS	WFC
5	1-11-24	COMMENTS	WFC
6	1-17-24	COMMENTS	WFC
7	1-24-24	COMMENTS	WFC
8	3-1-24	COMMENTS	WFC
9	5-13-24	COMMENTS	WFC

SITE INFORMATION:

Name	**PIEDMONT CORP YARD**
BUN	**832265**
Address	**898 RED ROCK ROAD, PIEDMONT, CA 94611**
County	**ALAMEDA COUNTY**

SITE LOCATED IN:
LOT LINE ADJUSTMENT, INST. NO. 1992-370707

AS-BUILT SURVEY

SHEET: SITE DETAIL

PARENT PARCEL LEGAL DESCRIPTION

PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
TITLE COMMITMENT NO. 01-23046636-01T - DATE: 10/16/2023 AT 7:00 A.M.

SITUATED IN THE CITY OF PIEDMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN 2.50 ACRE CONVEYED IN THE DEED FROM REALTY SYNDICATE COMPANY, A CORPORATION TO MOUNTAIN VIEW CEMETERY ASSOCIATION, A CORPORATION, DATED DECEMBER 30, 1914 ,RECORDED JANUARY 4, 1915 IN BOOK 2297, OF DEEDS, PAGE 363, ALAMEDA COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID 2.50 ACRE PARCEL SOUTH 68°21' 32" WEST 95.61 FEET, THENCE SOUTH 21° 39' 28" EAST, 95.31 FEET TO A POINT IN THE NORTHERLY LINE OF MORAGA AVENUE (FORMERLY COUNTY ROAD NO. 1105); THENCE ALONG SAID NORTHERLY LINE, NORTH 82°57'32" EAST 307.83 FEET, TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID NORTHERLY LINE NORTH 30° 28' 01" EAST, 424.04 FEET; THENCE NORTH 2° 57' 32" EAST, 54.96 FEET; THENCE NORTH 71° 56' 32" EAST, 499.82 FEET; THENCE SOUTH 54°04'48" EAST, 235.05 FEET; THENCE SOUTH 26° 51' 38" EAST, 29.64 FEET; THENCE SOUTH 50°22'28" EAST, 146.09 FEET; THENCE HEADING EAST ALONG A CURVE CONCAVE TO THE NORTH A RADIUS OF 60.0 FEET, 45.88 FEET; THENCE NORTH 86° 00' 32" EAST, 77.31 FEET; THENCE HEADING EAST ALONG A CURVE CONCAVE TO THE SOUTH A RADIUS OF 100.0 FEET, 50.18 FEET; THENCE SOUTH 65° 12' 00" EAST, 12.91 FEET; THENCE HEADING EAST ALONG A CURVE CONCAVE TO THE NORTH A RADIUS OF 41.24 FEET, 25.12 FEET; THENCE SOUTH 10° 00' 00" EAST, 45.51 FEET; THENCE HEADING SOUTH ALONG A CURVE CONCAVE TO THE EAST A RADIUS OF 120.0 FEET, 15.57 FEET; THENCE SOUTH 59° 30' 00" WEST, 517.43 FEET; THENCE SOUTH 82°47'00" WEST, 92.92 FEET, THENCE HEADING SOUTH ALONG A CURVE CONCAVE TO THE EAST A RADIUS OF 146.0 FEET, 115.22 FEET; THENCE SOUTH 21° 06' 28", EAST, 172.00 FEET TO A POINT IN THE NORTHERLY LINE OF MORAGA AVENUE; THENCE ALONG SAID NORTHERLY LINE NORTH 42° 12' 28" WEST, 206.85 FEET; THENCE NORTH 57° 12' 28" WEST, 109.24 FEET; THENCE NORTH 73° 57' 28" WEST, 338.76 FEET; THENCE NORTH 87° 27' 28" WEST, 191.67 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT AS DESCRIBED IN EXHIBIT "8-1" RECORDED NOVEMBER 13, 1992 AS INSTRUMENT NO. 1992-370707 OF OFFICIAL RECORDS.

TAX ID: 048A-7002-003-03

BEING THE SAME PROPERTY CONVEYED TO THE CITY OF PIEDMONT, A CALIFORNIA MUNICIPAL CORPORATION, GRANTEE, FROM MOUNTAIN VIEW CEMETERY ASSOCIATION, A CALIFORNIA NONPROFIT CORPORATION, GRANTOR, BY GRANT DEED RECORDED 02/22/1993, AS DOCUMENT NO. 93058759, OF THE ALAMEDA COUNTY RECORDS.

BEING THE SAME PROPERTY CONVEYED TO THE CITY OF PIEDMONT, A CALIFORNIA MUNICIPAL CORPORATION, GRANTEE, FROM THE CITY OF PIEDMONT, A CALIFORNIA MUNICIPAL CORPORATION, GRANTOR, BY GRANT DEED RECORDED 04/20/1994, AS DOCUMENT NO. 94154775, OF THE ALAMEDA COUNTY RECORDS.

ACCESS PARCEL:

COMMENCING AT A POINT IN THE NORTHWESTERLY BOUNDARY LINE OF THAT CERTAIN SIXTEEN AND 668/1000 ACRE PIECE OR PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED FROM REALTY SYNDICATE COMPANY, A CORPORATION, TO MELLIE A. MAXWELL, DATED NOVEMBER 23, 1916 AND RECORDED ON JANUARY 11, 1917 IN LIBER 2319 OF DEEDS AT PAGE 260 IN THE OFFICE OF THE COUNTY RECORDER OF SAID, COUNTY OF ALAMEDA, DISTANT THEREON SOUTH 59° 30' WEST FOUR HUNDRED SIXTY-FOUR (464) FEET FROM THE MOST NORTHERLY CORNER OF SAID SIXTEEN AND 668/1000 ACRE PIECE OR PARCEL OF LAND; AND RUNNING THENCE ALONG SAID NORTHWESTERLY BOUNDARY LINE OF SAID SIXTEEN AND 668/1000 ACRE PIECE OR PARCEL OF LAND SOUTH 59° 30' WEST FIFTY-SIX FEET; THENCE CONTINUING ALONG SAID NORTHWESTERLY BOUNDARY LINE OF SAID SIXTEEN AND 668/1000 ACRE PIECE OR PARCEL OF LAND SOUTH 82° 45' WEST EIGHTY-ONE AND 5/100 FEET; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY LINE OF SAID SIXTEEN AND 668/1000 ACRE PIECE OR PARCEL OF LAND SOUTHERLY ON THE ARC OF A CIRCLE OF ONE HUNDRED THIRTY-SIX AND 71/100 FEET RADIUS, DEFLECTING TO THE LEFT OR EASTWARD, (THE CHORD OF SAID ARC BEARING SOUTH 2° 40' 53" WEST, A DISTANCE OF ONE HUNDRED THIRTEEN AND 57/100 (113.57) FEET; THENCE SOUTH 21° 07' EAST, TANGENT TO LAST MENTIONED ARC, ONE HUNDRED NINETY-FOUR AND 15/100 (194.15) FEET; THENCE NORTH 71° 28' EAST ONE HUNDRED MIGHTY-FOUR AND 44/100 (184.44) FEET; THENCE NORTH 63° 05' EAST EIGHTY-NINE AND 19/100 (89.19) FEET; THENCE NORTH 27° 46' 35" WEST ONE HUNDRED TWENTY-ONE AND 15/100 (121.15) FEET; THENCE SOUTH 61° 49' NEST NINETY-FIVE (95) FEET; AND THENCE NORTH 16° 37" WEST ONE HUNDRED SEVENTY-SIX (176) FEET TO THE POINT OF COMMENCEMENT.

TAX ID: 050-4579-061

BEING THE SAME PROPERTY CONVEYED TO THE CITY OF PIEDMONT, A CALIFORNIA MUNICIPAL CORPORATION, GRANTEE, FROM E.B. CAMPBELL, GRANTOR, BY RESOLUTION RECORDED 08/05/1942 AS BOOK 4250, PAGE 255 , OF THE ALAMEDA COUNTY RECORDS.

SCHEDULE B II

PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
TITLE COMMITMENT NO. 01-23046636-01T - DATE: 10/16/2023 AT 7:00 A.M.

ITEMS 1 THROUGH 8.

(NOT A SURVEY MATTER)

9. EASEMENT RECORDED 07/21/1925, AS DOCUMENT NO. 1925-U60215, OF THE ALAMEDA COUNTY RECORDS.
10. DECLARATION OF DEDICATION OF CEMETERY PROPERTY, RECORDED 01/02/1973, AS DOCUMENT NO. 1973-000412, OF THE ALAMEDA COUNTY RECORDS.

(ITS LOCATION IS SHOWN)

11. DECLARATION OF DEDICATION OF CEMETERY PROPERTY, RECORDED 10/23/1978, AS DOCUMENT NO. 1978-205507, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

12. DECLARATION OF DEDICATION, RECORDED 12/09/1988, AS DOCUMENT NO. 1988-315069, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

SCHEDULE B II

PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
TITLE COMMITMENT NO. 01-23046636-01T - DATE: 10/16/2023 AT 7:00 A.M.

14. CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED 11/13/1992, AS DOCUMENT NO. 1992-370707, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

15. MEMORANDUM OF LEASE BY AND BETWEEN MOUNTAIN VIEW CEMETERY ASSOCIATION, LESSOR, AND BAY AREA CELLULAR TELEPHONE COMPANY, LESSEE, RECORDED 06/20/1996, AS DOCUMENT NO. 96149948, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

16. GRANT OF SEWER EASEMENT IN FAVOR OF ARNOLD W. LEVINE AND MARY B. LEVINE, RECORDED 09/07/2010, AS DOCUMENT NO. 2010258887, OF THE ALAMEDA COUNTY RECORDS.

(ITS LOCATION IS SHOWN)

17. MEMORANDUM OF LEASE BY AND BETWEEN GST CAPITAL PARTNERS, LLC, LANDLORD, AND NEW CINGULAR WIRELESS PCS, LLC, TENANT, RECORDED 08/10/2021, AS DOCUMENT NO. 2021273291, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

ITEMS 18 THROUGH 21. (NOT A SURVEY MATTER)

22. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE MAP OF MOUNTAIN VIEW CEMETERY, RECORDED IN BOOK 43, PAGE 17A, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

23. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE MAP, RECORDED IN BOOK 185, PAGE 71, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

24. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE MAP, RECORDED IN BOOK 204, PAGE 32, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

25. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE MAP, RECORDED IN BOOK 204, PAGE 42, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

26. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE MAP, RECORDED IN BOOK 204, PAGE 46, OF THE ALAMEDA COUNTY RECORDS.

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

27. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE RECORD OF SURVEY FOR MOUNTAIN VIEW CEMETERY ASSOCIATION, RECORDED IN BOOK 3, PAGE 7, OF THE ALAMEDA COUNTY RECORDS.

(ITS LOCATION IS SHOWN)

28. RESTRICTIONS AND CONDITIONS AS CONTAINED IN RESOLUTION, RECORDED 08/05/1942 AS BOOK 4250, PAGE 255 OF THE ALAMEDA COUNTY RECORDS. – PERTAINS TO ACCESS PARCEL

(ITEM IS BLANKET IN NATURE OVER THE SURVEYED PROPERTY)

29. SEWER EASEMENT, RECORDED 10/03/1947 AS BOOK 5209, PAGE 346 OF THE ALAMEDA COUNTY RECORDS. – PERTAINS TO ACCESS PARCEL

(ITS LOCATION IS SHOWN)

30. EASEMENT AS CONTAINED IN RESOLUTION, RECORDED 10/03/1947 AS BOOK 5209, PAGE 347 OF THE ALAMEDA COUNTY RECORDS. – PERTAINS TO ACCESS PARCEL

(ITS LOCATION IS SHOWN)

31. RIGHT OF WAY TO THE CITY OF PIEDMONT, RECORDED 01/14/1965 AS BOOK 1569, PAGE 748 OF THE ALAMEDA COUNTY RECORDS. – PERTAINS TO ACCESS PARCEL

(IT IS NOT ON, DOES NOT TOUCH, AND/OR - BASED ON THE DESCRIPTION CONTAINED IN THE RECORD DOCUMENT - DOES NOT AFFECT, THE SURVEYED PROPERTY)

32. RIGHT OF WAY TO THE CITY OF PIEDMONT, RECORDED 11/26/1965 AS BOOK 1651, PAGE 242 OF THE ALAMEDA COUNTY RECORDS. – PERTAINS TO ACCESS PARCEL

(ITS LOCATION IS SHOWN)

LEASE AREA

(AS-SURVEYED)

A PORTION OF THAT PARCEL PER THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT AS DESCRIBED IN EXHIBIT "B-1" RECORDED NOVEMBER 13, 1992 AS INSTRUMENT NO. 1992-370707 OF THE ALAMEDA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND DISK IN WELL, WITH A NORTHING OF 2,129,915.08, AN EASTING OF 6,062,674.97, THENCE NORTH 78° 33' 10" WEST, A DISTANCE OF 461.14 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 58.80 FEET TO A POINT;
THENCE SOUTH 32° 56' 05" WEST, A DISTANCE OF 9.40 FEET TO A POINT;
THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 7.50 FEET TO A POINT;
THENCE SOUTH 80° 22' 00" WEST, A DISTANCE OF 18.33 FEET TO A POINT;
THENCE SOUTH 57° 03' 55" EAST, A DISTANCE OF 88.00 FEET TO A POINT;
THENCE NORTH 32° 56' 05" EAST, A DISTANCE OF 14.00 FEET TO A POINT;
THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 8.20 FEET TO A POINT;
THENCE NORTH 32° 56' 05" EAST, A DISTANCE OF 7.80 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,573 SQUARE FEET OR 0.0361 ACRES OF LAND MORE OR LESS.

LEASE AREA ACCESS ROUTE & UTILITY TRENCH

(AS-SURVEYED)

A PORTION OF THAT PARCEL PER THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT AS DESCRIBED IN EXHIBIT "B-1" RECORDED NOVEMBER 13, 1992 AS INSTRUMENT NO. 1992-370707 & A PORTION OF THAT PARCEL AS DESCRIBED IN RESOLUTION RECORDED 08/05/1942, AS BOOK 4250, PAGE 255 OF THE ALAMEDA COUNTY RECORDS, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND DISK IN WELL, WITH A NORTHING OF 2,129,915.08, AN EASTING OF 6,062,674.97, THENCE NORTH 78° 33' 10" WEST, A DISTANCE OF 461.14 FEET TO A POINT;
THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 58.80 FEET TO A POINT;
THENCE SOUTH 32° 56' 05" WEST, A DISTANCE OF 9.40 FEET TO A POINT;
THENCE NORTH 57° 03' 55" WEST, A DISTANCE OF 7.50 FEET TO A POINT;
THENCE SOUTH 80° 22' 00" WEST, A DISTANCE OF 18.33 FEET TO A POINT;
THENCE SOUTH 32° 56' 05" WEST, A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 57° 03' 55" EAST, A DISTANCE OF 130.46 FEET TO A POINT;
THENCE NORTH 32° 56' 05" EAST, A DISTANCE OF 9.98 FEET TO A POINT;
THENCE NORTH 87° 04' 35" EAST, A DISTANCE OF 178.05 FEET TO A POINT;
THENCE SOUTH 66° 31' 24" EAST, A DISTANCE OF 26.97 FEET TO A POINT;
THENCE SOUTH 24° 14' 05" EAST, A DISTANCE OF 21.14 FEET TO A POINT;
THENCE SOUTH 08° 51' 47" EAST, A DISTANCE OF 26.03 FEET TO A POINT;
THENCE SOUTH 03° 32' 14" WEST, A DISTANCE OF 37.98 FEET TO A POINT;
THENCE SOUTH 17° 10' 36" WEST, A DISTANCE OF 88.27 FEET TO A POINT HEREINAFTER KNOWN AS POINT 'A';
THENCE SOUTH 47° 42' 25" WEST, A DISTANCE OF 72.80 FEET TO A POINT;
THENCE SOUTH 01° 21' 23" EAST, A DISTANCE OF 136.56 FEET TO THE POINT OF TERMINUS ON THE NORTHERLY PUBLIC RIGHT OF WAY OF MORGAN AVENUE;

THENCE FROM SAID POINT 'A', LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SOUTH 18° 54' 34" WEST, A DISTANCE OF 158.76 FEET TO THE POINT OF TERMINUS;

SAID PARCEL CONTAINS 12,763 SQUARE FEET OR 0.2930 ACRES OF LAND MORE OR LESS.

SURVEY PERFORMED FOR:

Gulfsouth Towers

REV	DATE	DESCRIPTION	DRWN
1	12-11-23	FIRST DRAFT	WFC
2	12-12-23	COMMENTS	WFC
3	12-15-23	COMMENTS	WFC
4	12-22-23	COMMENTS	WFC
5	1-11-24	COMMENTS	WFC
6	1-17-24	COMMENTS	WFC
7	1-24-24	COMMENTS	WFC
8	3-1-24	COMMENTS	WFC
9	5-13-24	COMMENTS	WFC

SITE INFORMATION:

Name	**PIEDMONT CORP YARD**
BUN	**832265**
Address	**898 RED ROCK ROAD, PIEDMONT, CA 94611**
County	**ALAMEDA COUNTY**

SITE LOCATED IN:
LOT LINE ADJUSTMENT, INST. NO. 1992-370707

AS-BUILT SURVEY

SHEET: LEGAL DESCRIPTIONS

ORDINANCE NO. 760 N.S.

AN ORDINANCE APPROVING A GROUND LEASE AND WIRELESS TELECOMMUNICATIONS AGREEMENT WITH GST CAPITAL PARTNERS, LLC FOR USE OF PORTION OF CORPORATION YARD AT 898 RED ROCK ROAD

The City Council of the City of Piedmont hereby ordains as follows:

SECTION 1.

The Ground Lease and Wireless Telecommunications Agreement between the City of Piedmont as landlord and GST Capital Partners, LLC as tenant, for use of a portion of the City Corporation Yard at 898 Red Rock Road, Piedmont, California 94611, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.

SECTION 2.

This ordinance shall be posted at City Hall after its second reading by the City Council for at least thirty (30) days and shall become effective thirty (30) days after such second reading and approval by the City Council.

SECTION 3.

Adoption of this Ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15303 (construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures), because the proposed wireless communication facility to be constructed under the Ground Lease and Wireless Telecommunications Agreement is a single small utility structure located in a developed setting which replaces an existing telecommunications tower. No exceptions to the above exemption has been identified that would make the proposal ineligible for use of a categorical exemption because the project setting is not in a location that is particularly sensitive, the surrounding area is developed and urbanized, existing utilities are located at or near the proposed installation, there are no unusual circumstances relating to the proposed installation, and no scenic highways, hazardous waste sites, or historical resources could be affected by the project.

[END OF ORDINANCE]

GROUND LEASE
AND
WIRELESS TELECOMMUNICATIONS AGREEMENT

Between the

City of Piedmont

And

GST Capital Partners, LLC

Approved by the City of Piedmont May 17, 2021

City Staff: _____
_____: _____

GROUND LEASE
AND
WIRELESS TELECOMMUNICATIONS AGREEMENT

This Ground Lease and Wireless Telecommunications Agreement (collectively, this "**Lease**") is made and entered into this 17th day of June, 2021 (the "**Effective Date**"), by and between the City of Piedmont, a California municipal corporation ("**Landlord**"), and GST Capital Partners, LLC, a Delaware limited liability company ("**Tenant**"), who agree as follows:

ARTICLE 1. PROPERTY AND BACKGROUND.

1.01 The Property. Landlord is the owner of that certain property located at 898 Red Rock Road, Piedmont, California 94611 (the "**Property**") as more particularly described in **Exhibit A** attached hereto. The Property is generally described as follows: an approximately 11.6 acre parcel of real property being utilized as Landlord's municipal yard.

1.02 Wireless Telecommunications Facility. Tenant wishes to lease from Landlord, and Landlord wishes to lease to Tenant, a portion of the Property for the sole purpose of installing, constructing, maintaining, repairing, replacing, operating, and removing ("**Work**") a wireless telecommunications facility, including, without limitation, one tower/monopole of 95 feet in height along with related antenna equipment and fixtures and including the equipment buildings and structures, backup power systems, and related improvements and fixtures of Tenant's sublessees and licensees (the "**Facility**") that will be fenced within an area consisting of approximately one thousand three hundred and fourteen (1,314) square feet (the "**Premises**"), as described in the attached site plan within **Exhibit B** attached hereto. The "**Tower**" shall mean the 95 foot tower and other improvements to the Premises constructed by Tenant, inclusive of the improvements to be installed by Tenant's sublessees and licensees, if any, including concrete pads supporting equipment shelters and outdoor cabinets. Tenant may apply to modify the Tower described in the attached site plan and, as may be necessary, the approved Wireless Communications Facilities Permit to allow modifications of the approved Tower and associated antennas and equipment only with Landlord's consent to file such application for land use entitlements and/or permits and with prior approval of a modification to the Lease, which Lease approval may be withheld at Landlord's sole discretion. If approved, such Lease modification and such modified Wireless Communications Facilities Permit shall become the Facility subject to this Lease and replace **Exhibit B**. The construction of any additional tower or similar structure or any modifications to the Tower shall require prior approval by Landlord, which may be withheld or conditioned in Landlord's sole discretion.

ARTICLE 2. GRANT OF LEASE.

2.01 Grant of Lease. Landlord leases to Tenant and Tenant leases from Landlord the Premises, for the use, as provided for herein, by Tenant and the sublessees and licensees of Tenant. By taking possession of the Premises, Tenant accepts the Premises in its "as-is, where-is condition" as of the Commencement Date of this Lease. The parties hereto agree that said letting and hiring is upon and subject to the terms, covenants, and conditions herein set forth and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants, and conditions by it to be kept and performed and that this Lease is made upon the condition of such performance. Tenant acknowledges and agrees that this Lease shall be subject and subordinate to the terms and conditions of any and all prior covenants, conditions or restrictions affecting the land.

2.02 Access Road. Tenant shall have the nonexclusive right to use in common with Landlord and other tenants on the Property, and subject to any rules and regulations promulgated by Landlord pertaining to the use of such Property, the access road shown on **Exhibit A** (the "**Access Road**"). Such Access Road may be relocated by Landlord at any time so long as Tenant has access to its Premises at all times from the public road. Landlord reserves the right from time to time without unreasonable interference with Tenant's use to install, use, maintain, repair and replace pipes, ditches, conduits, and appurtenant equipment for service to other parts of the Property along the Access Road. Tenant agrees to reasonably cooperate with any such relocation, repairs, maintenance or installation. Landlord shall maintain the Access Road at its sole cost.

ARTICLE 3. TERM.

The initial term of this Lease (the "**Initial Term**") shall be five (5) years commencing on the date Landlord has approved and executed this Lease and approved any and all Approvals (as hereinafter defined) to construct the Facility (the "**Commencement Date**"). The Parties shall amend this Lease or otherwise agree in writing on what the actual Commencement Date is. Tenant shall have the right to renew this Lease for five (5) additional terms (each a "**Renewal Term**" and along with the Initial Term collectively referred to herein as the "**Term**") of five (5) years each. Provided that Tenant is not then in material default under this Lease beyond any applicable notice, grace or cure periods provided therefor, the Term will be automatically renewed for a Renewal Term, unless Tenant provides Landlord with written notice of Tenant's election not to renew this Lease at least ninety (90) days before the expiration of the Initial Term or the then-applicable Renewal Term, or all Renewal Terms have expired. Each twelve (12) month anniversary of the first day of the first full calendar month following the Commencement Date during the Term shall be referred to as a "**Lease Year**".

ARTICLE 4. RENT.

4.01 Rent. Beginning on the Commencement Date and afterwards throughout the Term, Tenant shall pay to Landlord, in advance on the first day of each and every calendar month and without demand, deduction, offset or abatement, a monthly rent ("**Rent**") as specified in this Lease. The initial Rent shall be 30% of the Sublease Rent collected by Tenant for the first Broadband Colocation on the Facility (as defined in this Lease). Rent under this Agreement shall be determined as the initial Rent plus all applicable Colocation Charges under Section 6.07.

Notwithstanding the foregoing, the Rent under this Lease shall not be less than $1,500 per month (the "**Minimum Rent**"), and the Minimum Rent shall be adjusted annually as provided in Section 4.05 hereof. The Rent for any partial calendar month shall be prorated appropriately, and for a partial calendar month at the beginning of the Term, the partial month's Rent shall be paid to Landlord within five (5) days of the Commencement Date.

4.02 Net Lease. This Lease is a net lease and Rent and other payments due and payable hereunder to or on behalf of Landlord shall be paid without notice or demand and without offset, counterclaim, abatement, suspension, deferment, deduction or defense.

4.03 Lease Fee. Concurrent with the execution of this Lease, Tenant shall pay to Landlord a one-time, nonrefundable fee of $5,000 (the "**Lease Fee**") as consideration to Landlord on the terms and conditions set forth herein. Tenant acknowledges that the Lease Fee is not a security deposit and is not applicable against Rent or any other charge or fee under this Lease.

4.04 Additional Rent. Any charge, fee, or expense (but specifically excluding the Lease Fee) under this Lease, other than Rent, shall be deemed "**Additional Rent**." Any Additional Rent, excepting any Colocation Charge (as defined herein), shall be paid to Landlord within thirty (30) days of Tenant's receipt of an invoice specifying such Additional Rent. Any Colocation Charge shall be paid to Landlord in advance on the first day of each and every calendar month along with the payment of Rent.

4.05 Minimum Rent Adjustment. After the first Lease Year, the Minimum Rent shall be increased annually throughout the Term as of the beginning of every Lease Year by an amount equal to three percent (3%) of the preceding Lease Year's Minimum Rent.

4.06 Late Charge. If Tenant fails to deliver to Landlord the Lease Fee, Rent or Additional Rent within ten (10) days after such are due, Tenant shall pay Landlord a late payment charge equal to 5% of the overdue payment as liquidated damages, in lieu of actual damages. The parties agree that this late charge represents a fair and reasonable estimate of the costs landlord will incur by reason of Tenant's late payment. Landlord's acceptance of a late charge shall in no event constitute a waiver by Landlord of Tenant's default for the overdue

payment, or prevent Landlord from exercising any of the other rights or remedies granted Landlord under this Lease, at law or in equity.

4.07 Interest. If the Lease Fee or any Rent or Additional Rent due under this Lease are not paid to Landlord within the timeframes set forth in Section 4.01 through Section 4.04 hereof, they shall commence to bear interest from thirty (30) days after the date due until fully paid at the lesser rate of (a) 8% per annum or (b) the maximum rate permitted by law. Neither the accrual nor Tenant's payment of interest to Landlord shall be deemed to cure any other default by Tenant under this Lease.

4.08. Sublease Documents and Access to Tenant Records Relating to Rent. Upon request of Landlord, Tenant shall also provide to Landlord such documentation as may be requested by Landlord to evidence actual Sublease Rent received. In response to any Landlord request for complete subleases, Tenant may provide certification of Sublease Rent received under the penalty of perjury along with other substitute evidence of payments received as may deemed acceptable to Landlord, or may provide the complete subleases to a mutually agreed third party such as an auditor for review and verification and subsequent return to Tenant, with any costs of such third party review and verification to be borne solely by Tenant. Subleases of the Tenant shall be deemed confidential records solely belonging to the Tenant and shall not be deemed property of the Landlord.

ARTICLE 5. CONSTRUCTION OF THE FACILITY

5.01 Wireless Communications Facilities Permit and Government Approvals. Tenant shall obtain, at Tenant's sole cost and expense, all land use entitlements or approvals required by applicable law (including the Piedmont City Code) (collectively, the "**Approvals**") for the Tower from the Landlord. Tenant shall pay to Landlord all of Landlord's costs incurred in the course of processing the regulatory approvals issued by Landlord, including without limitation the costs of conducting studies or preparation of any environmental review documents as may be required under the California Environmental Quality Act, and any related costs of consultants, attorneys, staff, or administrative costs. Tenant further agrees to pay Landlord the actual cost of inspection, administration, and testing services furnished by Landlord in connection with the Work, if any, including those performed by consultants under contract with Landlord. Landlord shall not double charge Tenant (through the imposition of both a processing fee and a consultant charge for the same work performed) for any cost of processing regulatory permits or for any individual monitoring, inspection, testing, or evaluation service, nor shall landlord charge Tenant in excess of the actual costs incurred.

Upon approval a copy of the Approval(s) shall be attached as **Exhibit B**, with the right to perform the Work on the Tower and all improvements related thereto on the Premises including, but not limited to, wireless telecommunications transmitting and receiving equipment,

generators, utility lines, transmission lines, wireless telecommunications transmitting and receiving antennas, and supporting structures and improvements of Tenant and Tenant's sublessees and licensees. Tenant may construct the Facility subject to the terms and conditions required by the Approvals. Tenant will have the right to do all the Work necessary to prepare, maintain, and alter the Premises for Tenant's communications operations. Tenant shall install and maintain a chain link security fence or comparable construction around the perimeter of the Premises and shall be responsible for keeping its Facility secure at its sole expense. All improvements and the Facility shall be at the expense of Tenant and Tenant's sublessees and licensees, and the installation of all improvements shall be at the discretion and option of such parties, provided that such improvements, and all Work related thereto, is consistent with the Approvals. Tenant shall maintain the Premises and the Facility in good condition and repair.

5.02 Construction and Work.

(a) Specifications detailing the type, location, and size of the Facility and specifically describing any proposed construction and Work ("**Scope of Work**") are set forth as described in **Exhibit B** attached hereto. Landlord hereby approves the Scope of Work. Any change to the Scope of Work shall be subject to Landlord's approval as set forth in this Lease.

(b) Tenant shall complete the construction of the Tower no later than twelve (12) months after the Commencement Date (the "**Construction Period**"). Tenant's failure to do so shall be deemed a material default under this Lease and Landlord may terminate this Lease due to an event of default as provided in Section 11.02 hereof.

(c) Tenant's sublessees and licensees shall not install nor construct any equipment, additions, alterations or improvements to, upon, or within the Facility or the Premises without Landlord's prior written consent. If the installation or construction is consistent with **Exhibit B**, Landlord's consent shall not be unreasonably conditioned, withheld or delayed; provided however, that all such installations and construction, and all equipment and improvements associated therewith, shall be at the sole expense of Tenant's sublessees and licensees and consistent with the Approvals, and any additional requirements specifically provided therefor herein, including, but not limited to, Section 5.03 (the "**Sub-Tenant Work**"). Any proposal that is not included in or consistent with the improvements and Facility described in **Exhibit B** shall require an amendment to this Lease, which amendment may be denied at Landlord's discretion. Tenant shall submit to Landlord, in writing, the specifications for all Sub-Tenant Work including a site plan and construction drawings. Landlord shall have thirty (30) days from its receipt of such submission, and all resubmissions, (each a "**Review Period**") to review the specifications for the proposed Sub-Tenant Work to reasonably determine its compliance with the terms of this Section 5.02. If, within any effective Review Period, Landlord reasonably determines that the Sub-Tenant Work fails to comply with the terms of this Section 5.02, Landlord shall, within such Review Period, provide Tenant with written notice of

the material deficiencies supporting Landlord's determination, and Tenant shall arrange for its affected sublessee or licensee to, if it so elects, perform any work necessary to correct the deficiencies described therein and provide to Tenant a revision of the specifications for the Sub-Tenant Work for Tenant's resubmission to Landlord. If, within any effective Review Period, Landlord reasonably determines that the Sub-Tenant Work is in compliance with the terms of this Section 5.02, Landlord shall, within such Review Period, give Tenant written approval and acceptance of the Sub-Tenant Work. Any Sub-Tenant Work commenced that is not consistent with the Approvals shall be a material breach of this Lease. Consistent with Section 14.01 of this Lease, the approval process pursuant to this Section 5.02 is separate from the regulatory approvals of the City.

(d) Tenant shall, and shall require its sublessees and licensees to: (i) perform all Work in substantial compliance with the Scope of Work or approved Sub-Tenant Work, as applicable, and in a neat, safe and workmanlike manner consistent with generally accepted construction standards and in compliance with all applicable building codes; (ii) notify Landlord of any construction Work and coordinate such Work in such a way as to minimize, to the extent reasonably practical, any interference with Landlord's operations on the Property; (iii) obtain, prior to the commencement of any Work, all necessary federal, state and municipal permits, licenses and approvals, including but not limited to a building permit for the installation of the improvements for the Facility, furnish copies thereof to Landlord prior to commencement of any Work; and perform all Work in compliance with the same and with all applicable laws, statutes, codes, ordinances, orders, rules, regulations and standards ("**Laws**"); (iv) obtain, and cause any and all contractors and subcontractors to obtain, prior to commencement of any Work, the insurance required under Section 9.02 hereof, including specific requirements to name Landlord as additional insured under such policies, with appropriate endorsements making such policies primary and non-contributory to any insurance maintained by Landlord, and requiring such contractors and subcontractors to provide waivers of subrogation in favor of Landlord; (v) if determined by Landlord in its sole discretion that construction may involve environmental hazards, obtain and cause all contractors and subcontractors to obtain, prior to commencement of any Work, Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions insurance (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate (and for avoidance of doubt, such insurance shall be in addition to, and not in lieu of, the insurance required under Section 9.02 hereof); (vi) not permit any mechanics' or materialmen's liens to be attached to the Property; and (vii) cooperate and comply with the existing easements for access, utilities, maintenance, installation and repair on the Property.

(e) In no event shall Landlord's approval of the plans and specifications attached as Exhibits to this Lease, the Sub-Tenant Work, or of any other plans or specifications, if any, be deemed a representation that the Facility will not cause interference with other equipment or systems on the Property or that the plans or specifications of Tenant and its

sublessees or licensees comply with applicable Laws; responsibility for such compliance will remain with Tenant and its sublessees and licensees.

(f) Tenant shall, at its sole cost and expense, repair, including any surface of, the Premises or the Property that are damaged by or during the installation, operation, maintenance, repair or replacement of the Facility, ordinary wear and tear excepted. If Tenant fails to repair or refinish any such damage after receipt of thirty (30) days written notice from Landlord, then Landlord may, in its reasonable discretion, repair or refinish such damage and Tenant shall reimburse Landlord for all reasonable costs and expenses incurred in such repair or refinishing within thirty (30) days of receipt of an invoice thereof.

(g) Tenant and its sublessees and licensees shall make no alterations, additions or improvements in or to the Premises except as shown on **Exhibit B**, any Approval, or any Sub-Tenant Work duly approved hereunder (collectively, "**Alterations**"), without Landlord's prior written consent.

(h) Tenant, and Tenant's sublessees and licensees, shall have the right, during the Term, at their expense, to install utilities (including, but not limited to, the installation of emergency back-up power) on the Property at locations set forth on **Exhibit B** or reasonably approved by Landlord, and to improve on the present utilities on the Property. Third party utility providers shall be entitled to install electric utilities and broadband facilities to service the Facility in the locations set forth in **Exhibit B** or as otherwise approved by Landlord.

(i) Tenant, and Tenant's sublessees and licensees shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of the Facility.

ARTICLE 6. USE, OPERATION AND MAINTENANCE OF THE FACILITY.

6.01 Use. Tenant and Tenant's sublessees and licensees shall only use the Premises for installing, constructing, maintaining, repairing, replacing, operating and removing the Facility, at their sole cost and expense, for receiving and transmitting wireless telecommunications signals including, but not limited to, cellular and PCS, and for such activities as may be related thereto. Tenant and Tenant's sublessees and licensees shall have access to the Facility for such purposes throughout the Term at all times, on foot or motor vehicle, including trucks, subject to the access provisions in Section 6.06 hereof. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises and shall keep the Premises in first class repair and appearance. Tenant acknowledges that the Property is operated as a municipal public works and corporation yard, but that such use may be altered over the Term of the Lease, with such future

use being more public in nature, such as park, sports facility, or other public facility which may increase traffic and public visits significantly; provided, however, that no future use shall interfere with Tenant's right to use the Premises as provided herein.

6.02 Use Obligations. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, age, handicaps, sex, marital status, sexual orientation, ancestry, or national origin in the use, occupancy, tenure, or enjoyment of the Premises or the improvements thereon, or any part thereof, and Tenant itself, or any person claiming under or through it, shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants or vendees of the Premises or the improvements thereon, or any part thereof.

6.03 Use Prohibitions. Tenant agrees that in connection with the use and operation of the Premises and the Facility it will not:

(a) Sublease all or any portion of the Premises, except as contemplated by and provided for under this Agreement (i.e. it may enter into leases with collocators on the Tower) and in the Approvals, without the express written consent of Landlord which may be withheld at Landlord's sole and absolute discretion; or

(b) Except as authorized or contemplated herein, cause or permit substantial and obnoxious odors to emanate or be dispelled from the improvements; or

(c) Permit undue accumulations of garbage, trash, rubbish, or any other refuse; or

(d) Create, cause, maintain, or permit any nuisance (as defined under applicable Law) in, on, or about the Premises; or

(e) Commit or suffer to be committed any waste (as defined under applicable Law) in, on, or about the Premises; or

(f) Knowingly use or allow the Premises to be used for any unlawful purpose, or for any purpose which violates the terms of any recorded instrument which affects the Premises and which is senior in priority to this Lease; or

(g) Violate any Law applicable to the Premises and the improvements thereon.

6.04 Interference with Operation.

(a) Landlord, its employees, agents, tenants or occupants of the Property and contractors shall not adversely interfere with the operation of the Facility, including (without limitation) the frequency and "line of sight" requirements of the Facility. In such case, Landlord shall, upon receipt of written notice thereof from Tenant, immediately commence commercially reasonable, diligent, efforts to correct or eliminate such interference. Any such material and adverse interference to Tenant's operations shall be deemed a material default under this Lease and if such interference cannot be corrected by Landlord to the reasonable satisfaction of Tenant within the cure period set forth for such herein, Tenant may terminate this Lease due to an event of default as provided in Section 11.01 hereof and/or pursue any other remedies available to it under this Agreement or at law or in equity.

(b) Tenant's operation of the Facility shall not adversely interfere with the use or enjoyment of the Property by Landlord or tenants or licensees of Landlord or other tenants or occupants of the Property. If such interference shall occur, Tenant shall, upon receipt of written notice thereof from Landlord, immediately commence commercially reasonable, diligent efforts to correct or eliminate such interference. Any such material and adverse interference to Landlord's operations at the Property shall be deemed a material default under this Lease and if such interference cannot be corrected by Tenant to the reasonable satisfaction of Landlord within the cure period set forth for such herein, Landlord may terminate this Lease due to an event of default as provided in Section 11.02(c) hereof.

6.05 Maintenance. Tenant hereby covenants and agrees, at its sole cost and expense: (a) to keep and maintain the Facility in good and safe order and repair and proper operating condition at all times throughout the Term, and to promptly repair all damage to the Premises and the Property caused by Tenant, its agents, representatives, employees, contractors, subcontractors or invitees to Landlord's reasonable satisfaction, ordinary wear and tear excepted; and (b) to comply with any and all federal, state and municipal Laws and the Approvals applicable to the Facility.

6.06 Access. Landlord hereby covenants and agrees to provide Tenant and Tenant's sublessees and licensees reasonable access to the Property, generally upon 72 hours advance notice. Emergency work may be performed 24 hours a day, 7 days a week, 365 days a year without notice. Access for all non-emergency Work on the Facility shall be subject to any reasonable rules, regulations and standards, and any modifications thereof, that are necessary for the effective and efficient operations of Landlord's operations on the Property.

6.07 Subsequent Wireless Telecommunication Operators.

(a) Colocation. Landlord acknowledges the Facility can accommodate multiple wireless broadband or broadband-equivalent telecommunication operators (more

particularly defined in Section 6.07(b) below), and that Tenant plans to divide, sublease, sublicense, apportion or otherwise piggyback or collocate multiple wireless telecommunication operators on the Facility or other parts of the Premises (each such event individually constituting a "**Broadband Colocation**") and shall have the right to do so without the consent of Landlord; provided however, that each Broadband Colocation is consistent with the Approvals and Tenant has obtained any approvals or permits required by the City of Piedmont. This Section 6.07 shall apply to each Broadband Colocation on the Facility. Tenant shall have no right to sublease any portion of its interest under this Lease except for a Broadband Colocation, as defined in this section, for which for which Rent for Colocation is paid to Landlord.

(b) Rent for Colocation. Commencing with the second Broadband Colocation and for each such colocation thereafter, on the Facility, Tenant shall pay to Landlord, as Rent for such colocation, a percentage (the "**Colocation Charge Percentage Rate**" defined in the schedule below) of the Sublease Rent (the "**Colocation Charge**"), in addition to the initial Rent set forth in Section 4.01:

Order	Colocation Type	Colocation Charge Percentage Rate
2nd	Broadband Colocation	35%
3rd & thereafter	Broadband Colocation	40%

"**Sublease Rent**" shall mean the amount of monthly rent Tenant receives from each such wireless telecommunications operator for a Broadband Colocation, excepting all fees and charges for reimbursement to Tenant of any costs of utilities or as otherwise provided in the sublease.

ARTICLE 7. OWNERSHIP OF FACILITY.

7.01 The Facility. The Facility, and all improvements and equipment associated therewith, shall remain the exclusive property of Tenant and Tenant shall have the right to replace or remove all or any portion of the Facility, and all improvements and equipment associated therewith. Landlord shall not be liable for damage, theft, misappropriation or loss of any of the Facility, except to the extent such is the result of any negligent act or omission of Landlord or its employees or agents.

7.02 Equipment, Chattel, Trade Fixtures. All articles of personal property, including all chattel and business and trade fixtures, machinery, equipment and movable partitions owned by Tenant or its subtenants, and which were installed by Tenant or its subtenants at their expense on the Premises, shall remain the property of Tenant or its subtenants, respectively, and may be replaced or removed by Tenant or its subtenants at any time during the Term, and upon the expiration or sooner termination, of this Lease. Tenant shall be responsible for the repair of any

damage caused by such removal, except to the extent such is the result of any negligent act or omission of Landlord, its employees, tenants or occupants of the Property, and contractors, or their respective agents.

7.03 Tenant's Duty to Remove. At the expiration or sooner termination of the Term, Tenant shall remove from the Premises all fixtures and improvements, including without limitation the Facility, constructed or placed on the Premises by Tenant and shall return the Premises to the condition it was in prior to any construction pursuant to this Lease, reasonable wear and tear excepted. The cost of such removal shall be paid by Tenant. The duty imposed by this provision is limited to restoring the Premises, and those portions of the Property used in connection with the operation of the Facility by Tenant, to the same condition existing on the Commencement Date, reasonable wear and tear and casualty caused by Landlord excepted, including, but not limited to, the duty to demolish and remove all foundations to a depth of one foot below the ground level existing on the Commencement Date, fill all excavations, return the surface to grade and leave the Premises safe and free from debris and hazards; provided that, compliance with a demand for removal of less than all fixtures and improvements shall require Tenant to remedy only its willful and negligent injuries to the Premises, Property and remaining improvements or fixtures resulting from Tenant's satisfaction of said duty. The duty imposed by this Section 7.03 shall include an obligation to remove underground utilities, access roads, and landscaping, if any, unless Landlord consents in writing to leave such improvements in place. The duty(ies) imposed by this Section 7.03 shall survive the expiration or termination of this Lease and shall continue until the duty imposed by this Section 7.03 has been performed to the reasonable satisfaction of Landlord.

7.04 Performance and Removal Bond. Tenant shall provide a performance and removal bond in the amount of $50,000, which is the reasonable estimated costs of removal of the Tower and related facilities, to guarantee Tenant's removal of the facilities at the end of the Term or upon an event of casualty. This amount shall be adjusted at each renewal of this Lease to a current reasonable estimated cost of removal of the Tower and related facilities at the time of renewal.

ARTICLE 8. TAXES AND ASSESSMENTS.

8.01 Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Tenant's personal property installed or located in or on the Premises which become payable during the Term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

8.02 Revenue & Taxation Code Section 107.6 Statement. Possessory Interest Tax. Tenant acknowledges that the interest under this Lease may be determined to create a property

interest subject to taxation pursuant to Revenue & Taxation Code Section 107. If this Lease creates a possessory interest subject to property taxes under California law that is applicable to Tenant, then Tenant shall be responsible for the payment of such taxes.

8.03 Tenant's Tax Liability Prorated. Tenant's liability to pay any taxes shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the Term at its inception and expiration or earlier termination in accordance with this Lease.

8.04 Tax Contest. Tenant, at its cost, shall have the right at any time to seek a reduction in the assessed valuation of the Premises and the Property or to contest any taxes that are assessed against Tenant. If Tenant seeks a reduction or contests any taxes, the failure on Tenant's part to pay the taxes shall not constitute a default so long as Tenant complies with the provisions of this Section. Landlord shall not be required to join in any proceeding or contest brought by Tenant unless the provisions of any law require that the proceeding or contest be brought by or in the name of Landlord or any owner of the Property. In that case Landlord shall join in the proceeding or contest or permit it to be brought in Landlord's name so long as Landlord is not required to bear any cost. Tenant, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all reasonable costs, charges, interest, and penalties incidental to the decision or judgment.

ARTICLE 9. INSURANCE AND INDEMNITY.

9.01 (a) Indemnity by Tenant. Tenant shall, during the Term hereof, indemnify, defend, protect and hold harmless Landlord against and from any and all claims arising from (i) Tenant's use of the Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises, (ii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or (iii) any act, neglect, fault or omission of Tenant, or of its agents or employees, or any party under Tenant's control, and Tenant shall further indemnify, defend, protect and hold harmless Landlord from and against all costs, attorneys' fees, consultants' fees, expenses and liabilities incurred in or about any such claims or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense. Tenant, as a material part of the consideration to Landlord, hereby voluntarily assumes all risk of damage to property or injury or death to persons in, upon or about the Premises from any cause whatsoever except that which is caused by Landlord's willful misconduct or negligent acts or omissions or failure to observe any of the terms and conditions of this Lease and such failure has persisted for an unreasonable period of time after written notice of such failure, and Tenant hereby waives all its claims in respect thereof against Landlord. The provisions of this Section 9.01 shall survive the termination of this Lease with respect to any damage, injury or death occurring prior to such termination.

(b) Damage to Tenant's Property. Notwithstanding the provisions of Section 9.01(a) to the contrary, Landlord or its agents shall not be liable for any damage to property entrusted to employees of the City, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling metal, steam, contaminated air, gas, electricity, water or rain which may leak from or flow into any part of the Premises or from the breakage, leakage, obstruction or other defects in any pipes, appliances, sprinklers, wires, or plumbing works whether the damage or injury results from conditions arising upon the Premises or upon other portions of the Property or from other sources. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant or occupant of the Property, or of any employee, agent, contractor, licensee or invitee of any such tenant or occupant. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or at the Property.

9.02 Insurance.

(a) General. Without limiting Tenant's indemnification of Landlord, Tenant shall provide and maintain at its own expense during the Term the programs of insurance described below, covering its operations hereunder.

(b) Specific Insurance Required.

(i) Tenant shall maintain property and casualty insurance in the amount of 100% of the replacement cost of Tenant's equipment and the Facility, as well as liability insurance, with a minimum limit of $2,000,000 per occurrence. Such liability insurance shall be written on an occurrence, and not a claims made, basis. Tenant shall also provide and maintain in force worker's compensation insurance and employer's liability insurance with minimum limits of $1,000,000 per occurrence. Tenant shall also provide Automobile Liability with a combined single limit of $1,000,000 per accident. Evidence of insurance reasonably satisfactory to Landlord shall be provided to Landlord within ten (10) days after the mutual execution of this Lease. All insurance to be carried by Tenant shall be primary to, and not contributory with, any similar insurance carried by Landlord. Landlord's insurance shall be considered excess insurance only.

(ii) Any policy or policies of worker's compensation, fire, extended coverage or similar casualty insurance, which either party obtains in connection with the Premises, the Property or the Facility shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Each party hereto waives on behalf of itself and its insurers any claim it may have against the other party on account of property damage to its own property (even if caused by the negligent or intentional conduct of such party) if the damage is covered by any policy of insurance required to be provided hereunder.

9.03 Review. The liability insurance requirements may be reviewed by Landlord and Tenant every five (5) years for the purpose of assessing the adequacy of (in consultation with their respective insurance advisors) the minimum limits of such insurance. Such minimum limits shall be reasonable and customary for similar facilities of like size and operation in accordance with generally accepted insurance industry standards. If the parties are unable to mutually agree upon such new limits within thirty (30) days of a written demand by one party upon the other, the determination of an independent insurance advisor selected by the parties' insurance advisors shall be binding upon the parties.

9.04 Proof of Coverage. All policies required hereunder shall be with companies having a Best's rating of not less than A:VII (and if Best's no longer exists, an equivalent rating). Executed copies of all policies of insurance or certificates thereof shall be delivered to Landlord. All insurance policies required by this **Article 9** shall name Landlord as an additional insured. As often as any such policies shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to like extent. All policies of insurance must contain a provision that the company writing such policy will give all parties thirty (30) days' advance written notice of any cancellation or lapse of the effective date or any reduction in the amounts of insurance. Nothing in this **Article 9** shall prevent Tenant from carrying insurance of the kind required of Tenant under a blanket insurance policy or policies which cover other properties owned or operated by Tenant. Tenant shall provide Landlord with certificates of insurance naming Landlord as an additional insured and setting forth the required coverage.

9.05 Environmental Indemnity.

(a) Indemnity by Tenant. Tenant agrees, from and after the Commencement Date, to defend, indemnify, protect, and hold harmless Landlord and its officers, beneficiaries, employees, agents, attorneys, public officials, representatives, legal successors, volunteers, and assigns ("**Landlord Indemnitees**") from, regarding, and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein), and reasonable costs of any kind or nature whatsoever, together with reasonable fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration, and/or release of Hazardous Materials (as defined herein) by Tenant, its employees, contractors, agents, or affiliates, or by Tenant's sublessees, licensees, invitees or permittees, or their employees, contractors, agents or affiliates (**"Tenant Related Parties")** on or about the Property during the Term (sometimes herein collectively referred to as "**Contamination**"). Tenant's defense, indemnification, protection, and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim, or demand regarding the Contamination, at Tenant's sole cost.

(b) Indemnity by Landlord. Landlord agrees, from and after the Commencement Date, to defend, indemnify, protect, and hold harmless Tenant and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors, and assigns ("**Tenant Indemnitees**") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions, claims, losses, damages, fines, penalties, member expenses, Environmental Response Costs, and reasonable costs of any kind or nature whatsoever, together with reasonable fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials, on or about the Property during Landlord's ownership of the Premises prior to the Commencement Date or caused by Landlord or its agents, contractors, or employees during the Term (sometimes herein collectively referred to as "**Other Contamination**"). Landlord's defense, indemnification, protection, and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim, or demand regarding the Other Contamination, at Landlord's sole cost.

(c) Definitions.

(i) As used in this Lease, the term "**Environmental Response Actions**" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state, or federal governmental or private party claims, including any claims by Tenant.

(ii) As used in this Lease, the term "**Environmental Response Costs**" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

(iii) As used in this Lease, the term "**Hazardous Materials**" means any substance, material, or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum or petroleum products; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. section 1251 et seq. (33 U.S.C.§ 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. § 9601);

or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

(d) Materiality. The parties acknowledge and agree that the defense, indemnification, protection, and hold harmless obligations of each for the benefit of the other set forth in this Lease are a material element of the consideration to each party for the performance of their obligations under this Lease, and that the parties would not have entered into this Lease unless each party's obligations were as provided for herein.

(e) Survival. The provisions of this Section 9.05 shall survive the termination of this Lease.

ARTICLE 10. TRANSFERS.

10.01 Assignment by Tenant. Except for the collocation rights contained in Section 6.07 and the Permitted Transfers under Section 10.02 below, Tenant shall not in any way assign this Lease without the prior written consent of Landlord, which consent shall not be unreasonably conditioned, withheld or delayed. For purposes of this Section 10.01, the terms "**assign**" and "**assignment**" shall be deemed to include changes in control of Tenant. If Landlord consents to any assignment, that consent shall not constitute a waiver of any of the restrictions of this Section 10.01 and the same shall apply to each successive proposed assignment related to this Lease. Tenant shall promptly provide Landlord with all reasonably requested information regarding the assignment, including background and financial information on the proposed assignee. In no event shall Landlord's consent to an assignment affect the continuing duties and obligations of the Tenant under this Lease. Any assignment in violation of the terms of this Section 10.01, whether voluntary or involuntary, by operation of law, under legal process or proceedings, shall, at Landlord's option in its sole and absolute discretion, be voidable and shall be deemed to constitute an incurable default under this Lease. If Landlord shall consent to assignment, that assignment shall not be effective until the assignee shall execute, acknowledge and deliver to Landlord an agreement, in form and substance reasonably satisfactory to Landlord, whereby the assignee shall assume all of the obligations of Tenant under this Lease and the assignee shall agree that the provisions contained in this Lease. The assignment shall be duly executed, and a fully executed copy thereof shall be delivered to Landlord.

10.02 Permitted Transfers. Notwithstanding the provisions of Section 10.01 hereof, Tenant shall have the right, without Landlord's consent, to assign this Lease to any person that is:

(a) Tenant's parent entity;

(b) A wholly-owned subsidiary of Tenant;

(c) The surviving entity of any merger or consolidation of Tenant;

(d) The purchaser in one transaction of all or substantially all of Tenant's assets and/or outstanding ownership interest; provided, however, that Tenant shall promptly notify Landlord of any such transaction; and/or

(e) The purchaser of the Tower/Facility.

10.03 Transfer by Landlord. Landlord shall have the right to freely assign, encumber, sell, lease or otherwise enter into transactions involving the Property, or any portion thereof, and to assign Landlord's rights and obligations under this Lease; provided that any such transfer or assignment shall fully respect Tenant's rights under this Lease. Upon any conveyance of the Property (or any portion thereof) or an assignment by Landlord of this Lease, Landlord shall be entirely released from all liability under any and all of its covenants and obligations contained in or derived from this Lease, excepting any and all liabilities, duties and obligations of Landlord that arose prior to such conveyance or assignment. Tenant agrees to attorn to any transferee individual or entity purchasing or otherwise acquiring Landlord's interest in the Premises, and to recognize such party as the landlord under this Lease, under the terms and conditions set forth herein; provided that any assignment or transfer shall preserve Tenant's rights under the terms of this Lease. Landlord shall provide Tenant with written notice of any such assignment.

ARTICLE 11. TERMINATION RIGHTS, DEFAULTS AND REMEDIES.

11.01 Tenant's Right to Terminate.

(a) On Landlord's Default. Tenant has the option to (i) suspend the payment of Rent, or (ii) terminate this Lease upon written notice to Landlord if Landlord fails to observe or perform any of the express covenants or provisions of this Lease to be observed or performed by Landlord, which default shall not have been cured within thirty (30) days after Landlord receives written notice specifying such default from Tenant; provided, however, that if such default cannot be reasonably cured within such thirty (30) day period, Landlord shall have such additional period of time as is reasonably necessary to cure such default so long as Landlord has commenced and diligently pursues cure of such default. No such termination of this Lease shall prohibit Tenant from pursuing any remedies it may have against Landlord at law or in equity, nor shall Tenant be required to terminate this Lease prior to pursuing any legal or equitable remedies it may have against Landlord. Notwithstanding anything to the contrary in the foregoing, Tenant shall not have the option to suspend the payment of Rent, and shall be liable for Rent for all periods of time where Tenant remains in possession of the Premises, unless Landlord's default prevents Tenant from having possession or access to the Premises, or Tenant or its sublessees cannot use the Premises to operate a wireless telecommunications facility.

(b) In Other Circumstances. Without limiting Tenant's other rights or remedies under this Lease or applicable Law, provided Tenant is not in breach or default under this Lease, Tenant shall have the right to terminate this Lease and/or pursue any remedies

available to Tenant at law or in equity upon not less than thirty (30) days' prior written notice to Landlord if any of the following events occur: (i) if Tenant reasonably and in good faith determines that the physical condition of the Premises is not appropriate for its operations for economic, technological or environmental reasons; (ii) the Facility, including operations thereof, become subject to material and adverse interference which cannot be corrected within a reasonable time following written notice to Landlord and the party whose operations or equipment is causing the interference; or (iii) any consent, permit, license or variance required for the operations of Tenant on the Property is not obtained, expires, or is revoked, unless any of the foregoing events is due to any fault on the part of Tenant. Notwithstanding the foregoing, Tenant shall use good faith efforts to obtain and maintain in full force and effect any and all such required consents, permits, licenses and variances.

11.02 Tenant's Defaults. The occurrence of any one or more of the following events shall constitute a default under this Lease by Tenant:

(a) The failure by Tenant to make any payment of Rent, or any other payment required to be made by Tenant hereunder, within ten (10) days after Tenant's receipt of written notice from Landlord that any such payment is overdue.

(b) Tenant assigns (whether or not such assignment is deemed to be effective) this Lease, or sells, transfers conveys, assigns or leases the whole or any part of the Premises or any improvement constructed thereon in violation of this Lease.

(c) Tenant's failure to complete construction of the Tower prior to the expiration of the Construction Period, subject to events of force majeure pursuant to Section 14.14.

(d) The failure by Tenant to observe or perform any of the express covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in Sections 11.02(a), (b) or (c) hereof, where such failure shall continue for a period of thirty (30) days after Tenant's receipt of written notice thereof from Landlord to Tenant, unless the failure cannot be reasonably cured within such thirty (30) day period, and Tenant shall have commenced the cure of such failure within such thirty (30) day period and is pursuing such cure with reasonable diligence. Notwithstanding the foregoing, if Landlord notifies Tenant in writing that a particular failure endangers persons or property, Tenant shall be in default unless Tenant promptly cures the failure.

(e) (i) The making by Tenant of any general assignment for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets

located at the Property or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

11.03 Landlord's Right to Terminate. If any such default by Tenant is not cured within the applicable cure periods set forth herein, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. No such termination of this Lease shall prohibit Landlord from pursuing any remedies it may have against Tenant at law or in equity.

11.04 Remedies Cumulative. All rights, options and remedies of the parties contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and each party shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease. No waiver of any default hereunder shall be implied from any acceptance of any payment due hereunder or any omission by the non-defaulting party to take any action on account of such default if such default persists or is repeated. Any such waiver must be in writing, and such express waiver shall not affect defaults other than as specified in the waiver. The consent or approval to or of any act requiring the non-defaulting party's consent or approval shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar acts by the defaulting party.

ARTICLE 12. MORTGAGEE PROTECTION.

12.01 Subordination. At the election of Landlord or any first mortgagee with a lien on the Property, Tenant agrees that this Lease shall be subject and subordinate at all times to such lien of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which the Property, or Landlord's interest or estate in the Property is specified as security; provided, however, every mortgage or security interest or otherwise shall, if any foreclosure or any conveyance under any security device or in lieu of foreclosure, recognize, in writing, the validity of this Lease and Tenant's rights to remain in occupancy and use of and have access to the Premises created thereunder, and shall not disturb Tenant's possession of the Property nor increase Tenant's obligations under this Lease nor diminish Tenant's rights thereunder, so long as Tenant is not in material default of this Lease beyond any applicable cure periods provided therefor. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such liens to this Lease in exchange for a valid non-disturbance agreement, recordable and in a commercially reasonable form. If any mortgage, deed of trust or other security device is foreclosed or any conveyance in lieu of foreclosure under any security device is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become the tenant of the successor-in-interest to Landlord, and recognize such

party as the landlord under this Lease, under the terms and conditions set forth herein. Tenant covenants and agrees to execute and deliver, upon demand by Landlord and in a commercially reasonable form, any additional documents evidencing the priority or subordination of this Lease with respect to any such mortgage or deed of trust. If the Property is, upon the Effective Date or becomes at any time thereafter during the Term, covered by a mortgage or other security interest, Landlord shall immediately after this Lease is executed, and upon such subsequent dates of encumbrance thereafter, obtain and furnish to Tenant, a non-disturbance agreement for each such mortgage or security interest, recordable and in a commercially reasonable form.

12.02 Waiver of Landlord's Lien. Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of Tenant's interest in the Premises, including the Facility (the "**Collateral**"), with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord: (a) waives any lien rights it may have concerning the Collateral; and (b) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any payments due or to become due to Landlord from Tenant under this Lease.

12.03 Estoppel Certificates. The responding party shall, within fifteen (15) days following its receipt of written request by the requesting party, execute and deliver to the requesting party an estoppel certificate, in a commercially reasonable form submitted to it by the requesting party, certifying that this Lease is unmodified and in full force and effect or, if this Lease has been modified, attaching a copy of the modification and certifying that this Lease, as so modified, is in full force and effect and the date to which Rent and other payments due under this Lease are paid in advance, if any; acknowledging that there are not, to the best of the responding party's knowledge, any uncured defaults on the part of the requesting party or stating the nature of any uncured defaults; certifying the current Rent; and certifying to such other information as the requesting party may reasonably request.

ARTICLE 13. TERMINATION IN THE EVENT OF CASUALTY OR CONDEMNATION.

13.01 Casualty. If any damage to or destruction of the Premises or of the Facility located thereon and any improvements associated therewith, which, in Tenant's reasonable opinion, renders the Facility or the Premises unusable or inoperable or renders Tenant's continued use thereof impracticable, Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice to Landlord within thirty (30) days after such damage or destruction. If Tenant elects to terminate this Lease, Tenant shall, within a reasonable period after such termination, remove the damaged Facility thereon and any improvements associated therewith and restore the Property to its pre-Lease condition, less reasonable wear and tear. If Tenant elects to not so terminate this Lease, Tenant shall, within a reasonable period,

make suitable repairs to the Facility, the Premises and any improvements serving the Premises necessitated by any such damage or destruction to the extent and only upon the receipt of any associated insurance proceeds and shall be entitled to use any and all such insurance proceeds to pay for such repairs. In no event shall Tenant be obligated to repair any casualty or other damage or destruction to the Facility and/or the Premises, whether or not covered by Tenant's casualty insurance, if any.

13.02 Condemnation. If a condemning authority takes all or a portion of the Premises which in Tenant's reasonable opinion is sufficient to render the Premises unsuitable for Tenant's intended purpose under this Lease, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. All condemnation proceeds attributable to Tenant's leasehold interest, the Premises, the Facility and any improvements serving the Premises, shall belong solely to Tenant. Provided that Landlord's award for the Property and the Premises is not decreased by such action, Tenant may separately claim against the condemning authority for just compensation for the value of Tenant's moving expenses, prepaid Rent, business dislocation expenses and other losses or expenses as may be incurred. Sale of all or part of the Property by Landlord to a purchaser with the power of eminent domain, in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

ARTICLE 14. MISCELLANEOUS.

14.01 City as Landlord. The City of Piedmont will exercise its regulatory and other municipal powers without regard to the fact that the City is the landlord under this Lease. Accordingly, the execution of this Lease and approval of any matters by Landlord shall not be deemed approval by the City in its municipal capacity, including issuance of building permits and other matters.

14.02 Holding Over. Tenant may only hold over after the expiration or earlier termination of the Term hereof with the express prior written consent of Landlord. Acceptance of Rent is not Landlord's consent to holdover. Without Landlord's express consent Tenant shall become a tenant at sufferance only at a rental rate equal to one hundred fifty percent (150%) of the Rent in effect upon the date of such expiration (prorated on a daily basis) together with one-twelfth of the other monetary sums (such as taxes, insurance, etc.) which are Tenant's obligations to pay under this Lease. Acceptance by Landlord of Rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Paragraph 14.02 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify, protect, defend and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.

14.03 Attorneys' Fees. If any action or arbitration is brought by either party hereto as against the other party hereto for the enforcement or declaration of any rights or remedies in or under this Lease or for the breach of any covenant or condition of this Lease, then and in that event the prevailing party shall be entitled to recover, and the other party agrees to pay, all reasonable fees and costs to be fixed by the court or arbitrator therein including, but not limited to, reasonable attorneys' fees.

14.04 Quiet Possession. Landlord agrees that Tenant, so long as Tenant is not in default after notice and time to cure under this Lease and is paying Rent and performing the covenants and conditions of this Lease, shall quietly have, hold and enjoy the Premises throughout the Term without interruption or disturbance from Landlord or any other persons claiming by, through or under Landlord; and Landlord warrants to Tenant that as of the Commencement Date, there were no existing tenancies on the Premises.

14.05 Notices.

(a) "**Notice**" means any notice, demand, request, or other communication or document to be provided under this Lease to a party to this Lease.

(b) The Notice shall be in writing and shall be given to the party at its address or telecopy number set forth below or such other address or telecopy number as the party may later specify for that purpose by Notice to the other party. Each Notice shall, for all purposes, be deemed given and received:

(i) If given by telecopy, when the telecopy is transmitted to the party's telecopy number specified below and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next business day if not confirmed during normal business hours;

(ii) If hand-delivered to a party against receipted copy, when the copy of Notice is receipted;

(iii) If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the party; or

(iv) If given by certified mail, return receipt requested, postage prepaid, the day on which the Notice is actually received by the party.

To Landlord: City of Piedmont
120 Vista Avenue
Piedmont, California 94611
Attention: City Administrator

Facsimile: _____

With a Copy: Burke, Williams and Sorensen, LLP
1901 Harrison Street, Ste. 900
Oakland, CA 94612
Attention: Michelle Marchetta Kenyon,
Piedmont City Attorney
Facsimile: 510-839-9104

To Tenant: GST Capital Partners, LLC
330 Marshall Street, Suite 300
Shreveport, LA 71101
Telephone: (318) 614-3369
Facsimile: (866) 612-3369

With a copy: Brunini, Grantham, Grower & Hewes, PLLC
190 E. Capitol Street, Suite 100
Jackson, MS 39201
Attention: Ken Rogers
Telephone: (601) 960-6876
Facsimile: (601) 960-6902

(c) If any Notice is sent by telecopy, the transmitting party as a courtesy may send a duplicate copy of the Notice to the other party by regular mail. In all events, however, any Notice sent by telecopy transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other party.

(d) The provisions above governing the date on which a Notice is deemed to have been received by a party to this Lease shall mean and refer to the date on which a party to this Lease, and not its counsel or other recipient to which a copy of the Notice may be sent, is deemed to have received the Notice.

(e) If Notice is tendered under the provisions of this Lease and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Lease. Notwithstanding the foregoing, any Notice given to either party in a manner other than that provided in this Lease that is actually received by the noticed party, shall be effective with respect to such party on receipt of the Notice.

Either party hereto may from time to time by written notice to the other party designate a different address which shall be substituted for the one above specified. Notices shall be effective when received.

14.06 Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions, or conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or other terms, covenants, agreements, restrictions, and conditions hereof.

14.07 Surrender. Upon the expiration or sooner termination of the Term of this Lease, and notwithstanding anything herein contained to the contrary, Tenant shall surrender to Landlord the Premises, and, subject to the provisions of Sections 7.03 and 7.04, and Article 13 hereof, the improvements then situated thereon.

14.08 Binding. Subject to the restrictions set forth herein regarding assignment of the leasehold estate, each of the terms, covenants, and conditions of this Lease shall extend to and be binding on and shall inure to the benefit of not only Landlord and Tenant, but to each of their respective heirs, administrators, executors, successors, and assigns. Whenever in this Lease reference is made to either Landlord or Tenant, the reference shall be deemed to include, wherever applicable, the heirs, administrators, executors, successors, and assigns of such parties, the same as if in every case expressed.

14.09 Landlord's Right to Enter the Premises. Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times, after giving Tenant one business day prior written notice, for any of the following purposes: (a) to determine whether the Premises is in good condition and whether Tenant is complying with its obligations under this Lease; and (b) to do any necessary maintenance and to make any restoration to the Premises that Landlord has the right or obligation to perform and to do any act or thing necessary for the safety or preservation of the Premises if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street. Notwithstanding the foregoing, in the event of an emergency, Landlord may enter the Premises for the foregoing purposes without giving Tenant prior written notice.

Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises as provided in this Section other than those caused by Landlord's or its agents or contractors negligence or willful misconduct.

Tenant shall not be entitled to an abatement or reduction of Rent if Landlord exercises any rights reserved in this Section; provided however, that Landlord's exercising of such rights does not materially affect Tenant's rights under this Lease.

14.10 Disclaimer of Partnership. The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

14.11 Memorandum of Lease; Quitclaim. For purposes of providing constructive notice hereof, Landlord and Tenant hereby agree to execute a Memorandum of Lease Agreement delivered by Tenant to Landlord in form and substance reasonably satisfactory to Landlord, and Tenant shall, at its sole expense, have the same recorded in the Official Records of the County and State in which the Premises is located. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge, and deliver to Landlord within thirty (30) days after written demand from Landlord to Tenant, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

14.12 Interpretation. The titles to the Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

14.13 Covenants and Conditions. Each term and each provision, including, without limitation, the obligation for the payment of Rent, to be performed by Tenant or Landlord, as the case may be, shall be construed to be both a covenant and a condition of this Lease.

14.14 Force Majeure. If performance by a party of any portion of this Lease is made impossible by any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials or reasonable substitutes for those items; government actions; civil commotions; fire or other casualty; or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused.

14.15 Integration. This Lease and the exhibits and documents incorporated by reference, constitutes the entire agreement between the parties and there are no conditions, representations, or agreements regarding the matters covered by this Lease which are not expressed herein.

14.16 Modification. This Lease shall not be varied or modified in any way, except by an instrument in writing, executed by the parties hereto.

14.17 Mutual Consent. Wherever in this Lease the consent or approval of Landlord and/or Tenant is required, it is agreed that such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless otherwise specified herein.

14.18 Governing Law. This Lease shall be governed by and construed according to the laws of the State of California applicable to agreements made and entirely performed therein. Venue in any action on this Agreement shall be in the courts of Alameda County, California.

14.19 Executing Authority. The parties hereto have full power and authority to enter into this Lease and complete their respective responsibilities and duties contemplated by this Lease.

14.20 Time. Time is of the essence with respect to each and every term and condition of this Agreement.

TENANT:

GST Capital Partners, LLC, a Delaware limited liability company

Dated: April 21, 2021

By: _____
Name: John C. Bean
Title: President

LANDLORD:

City of Piedmont,
a California municipal corporation

Dated: June 16, 2021

By: _____
Name: Tim Rood
Title: Vice Mayor

Attest: _____
City Clerk

Approved as to Form:

_____
City Attorney

EXHIBIT A

PROPERTY DESCRIPTION

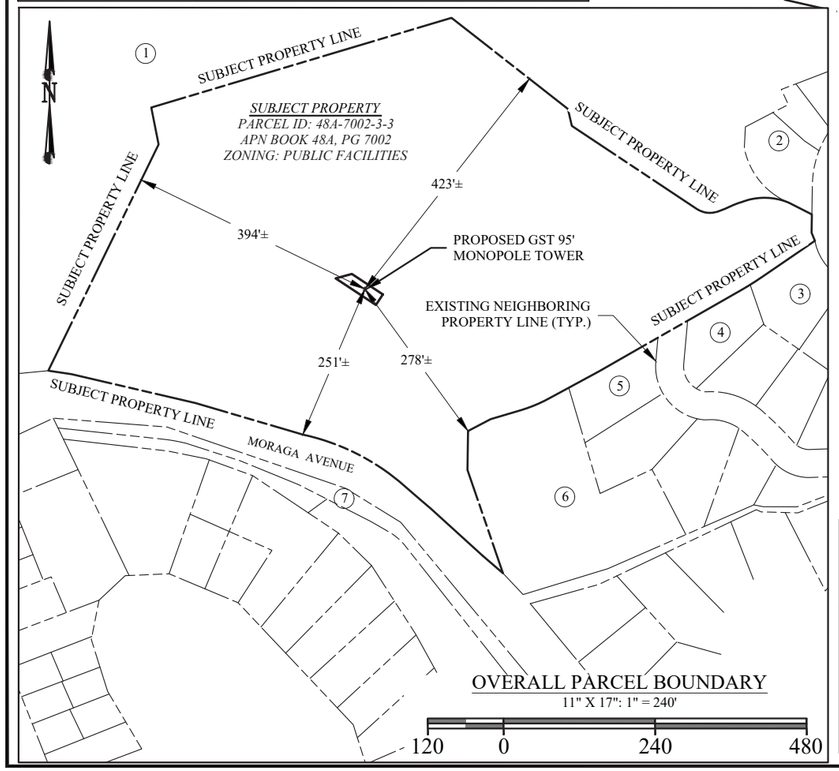
The land described herein is situated in the State of California, County of Alameda, City of Piedmont, and is described as follows:

An approximately 11.6 acre parcel of land located at 898 Red Rock Road, Piedmont, CA 94611 and operated as the City of Piedmont's Corporate Yard, all as shown on Exhibit B.

AERIAL IMAGE



SITE DATA TABLE	
PROJECT AREA:	0.030 ACRES (1,314 SF)
DISTURBED AREA:	0.020 ACRES (900 SF)
PARCEL AREA:	11.6 ACRES
ZONING:	PUBLIC FACILITIES (PF)
PROPOSED USE:	95-FT MONOPOLE TELECOMMUNICATIONS FACILITY
BUILDING FOOTPRINT:	N/A
PARKING REQUIRED:	N/A



OVERALL PARCEL BOUNDARY

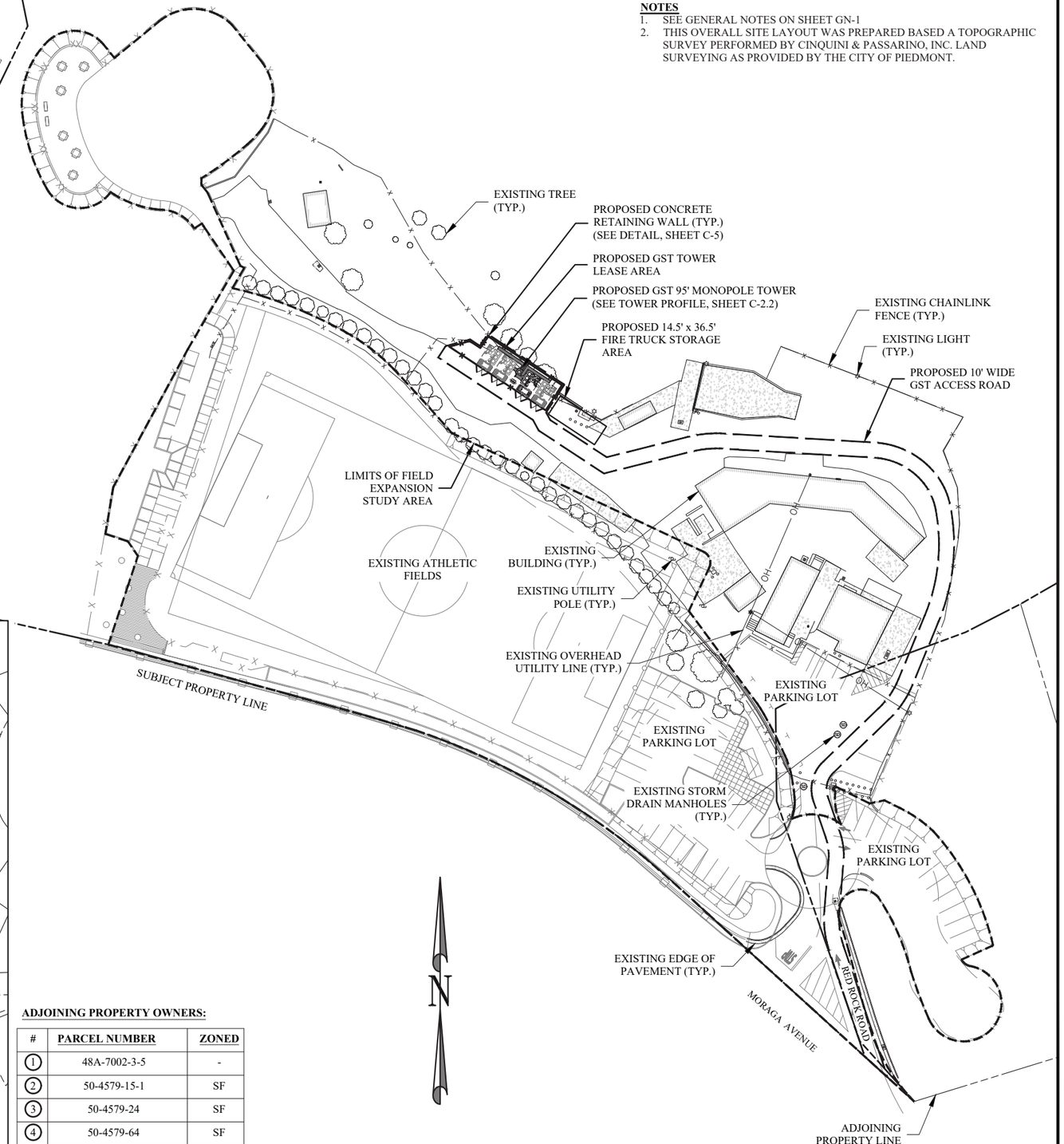
11" X 17": 1" = 240'

120 0 240 480

ADJOINING PROPERTY OWNERS:

#	PARCEL NUMBER	ZONED
1	48A-7002-3-5	-
2	50-4579-15-1	SF
3	50-4579-24	SF
4	50-4579-64	SF
5	50-4579-62	SF
6	50-4579-61	SF
7	50-4579-80	SF

NOTES
1. SEE GENERAL NOTES ON SHEET GN-1
2. THIS OVERALL SITE LAYOUT WAS PREPARED BASED A TOPOGRAPHIC SURVEY PERFORMED BY CINQUINI & PASSARINO, INC. LAND SURVEYING AS PROVIDED BY THE CITY OF PIEDMONT.



OVERALL SITE LAYOUT

11" X 17": 1" = 80'

40 0 80 160

PREPARED FOR:

GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:

DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8247

PRELIMINARY FOR REVIEW ONLY

01/27/21

MICHAEL L. LASSITER, P.E.
CALIFORNIA LICENSE NO. C63329

DRAWN BY:	CH
CHECKED BY:	BJW
APPV'D:	WRB
PROJECT NO:	19-02396

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
03/17/20	PRELIMINARY	0	BJW
06/26/20	PRELIMINARY	1	BJW
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11/02/20	PRELIMINARY	3	BJW
12/03/20	PRELIMINARY	4	BJW
01/07/21	PRELIMINARY	5	BJW
01/19/21	PRELIMINARY	6	BJW
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01/27/21	PRELIMINARY	8	BJW

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SITE NAME:
CA-2016003 PIEDMONT CORPORATE YARD

SITE ADDRESS:
898 RED ROCK ROAD
PIEDMONT, CA 94611

T-MOBILE SITE ID:
SF92372A

SHEET TITLE
OVERALL SITE LAYOUT

SHEET NUMBER
C-1.1

EXHIBIT B

PROJECT APPLICATION, SPECIFICATION AND LAND USE APPROVALS

SITE OVERVIEW

TYPE OF OCCUPANCY:	TELECOMMUNICATIONS
TOWER TYPE:	MONOPOLE
TOWER HEIGHT:	95-FT +/-
TOWER LATITUDE:	37°49' 54.8" (N 37.83188°)
TOWER LONGITUDE:	-122° 13' 46.2" (W 122.2295°)
ZONING JURISDICTION:	CITY OF PIEDMONT
COUNTY:	ALAMEDA
PARCEL ID:	48A-7002-3-3
APN BOOK & PAGE:	48A & 7002
ZONED:	ZONE B
PROJECT AREA:	1,314 SF
DISTURBED AREA:	900 SF
POWER COMPANY:	TBD
TELCO COMPANY:	TBD

PROJECT CONTACT DIRECTORY

LAND OWNER:	CITY OF PIEDMONT 120 VISTA AVENUE PIEDMONT, CA 94611 (510) 420-3040
CARRIER:	T-MOBILE (3) ADDITIONAL FUTURE CARRIERS, TBD
TOWER OWNER:	GST CAPITAL PARTNERS, LLC 330 MARSHALL STREET, STE 300 SHREVEPORT, LA 71101 (318) 614-3369
SITE ENGINEER:	DELTA OAKS GROUP CONTACT: BRANDON WALLER, PE 4904 PROFESSIONAL COURT, 2ND FLOOR RALEIGH, NC 27609 (919) 342-8247
MUNICIPALITY:	CITY OF PIEDMONT PLANNING & BUILDING DEPARTMENT 120 VISTA AVENUE PIEDMONT, CA 94611 (510) 658-3167

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

1. UNIFORM CONSTRUCTION CODE (UCC)
2. ANSI/TIA-222-H
3. NATIONAL ELECTRIC CODE
4. LOCAL BUILDING CODE
5. CITY/COUNTY ORDINANCES
6. 2018 INTERNATIONAL BUILDING CODE
7. 2018 INTERNATIONAL FUEL GAS CODE
8. 2019 CALIFORNIA FIRE CODE
9. 2019 CALIFORNIA PLUMBING CODE
10. 2019 CALIFORNIA MECHANICAL CODE
11. 2019 CALIFORNIA ENERGY CODE
12. 2019 CALIFORNIA ELECTRICAL CODE
13. 2019 CALIFORNIA REFERENCED STANDARDS CODE

USA NORTH 811
Call 811 Before You Dig

USA NORTH 811, INC.
CALL 811
48 HOURS BEFORE YOU DIG

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, THEREFORE HANDICAP ACCESS IS NOT REQUIRED. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

SHEET INDEX

SHEET NO.	DESCRIPTION	SHEET NO.	DESCRIPTION
T-1	TITLE SHEET	–	–
C-1.1	OVERALL SITE LAYOUT	–	–
C-1.2	SITE PLAN	–	–
C-2.1	COMPOUND PLAN	–	–
C-2.2	TOWER PROFILE & ANTENNA CONFIG.	–	–
C-3	CIVIL DETAILS	–	–
C-4	CIVIL DETAILS	–	–
C-5	CIVIL DETAILS	–	–
C-6	CIVIL DETAILS	–	–
C-7	CIVIL DETAILS	–	–
C-8	CIVIL DETAILS	–	–
E-1	ELECTRICAL DETAILS	–	–
E-2	ELECTRICAL DETAILS	–	–
GN-1	GENERAL NOTES	–	–
C-1	SURVEY – EXISTING SITE PLAN	–	–
C-2	SURVEY – EXISTING SITE PLAN DETAIL	–	–
–	–	–	–
–	–	–	–

ZONING DRAWINGS
PROPOSED 95-FT MONOPOLE TOWER

GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101

GST SITE NAME

PIEDMONT CORPORATE YARD

GST SITE ID

CA-2016003

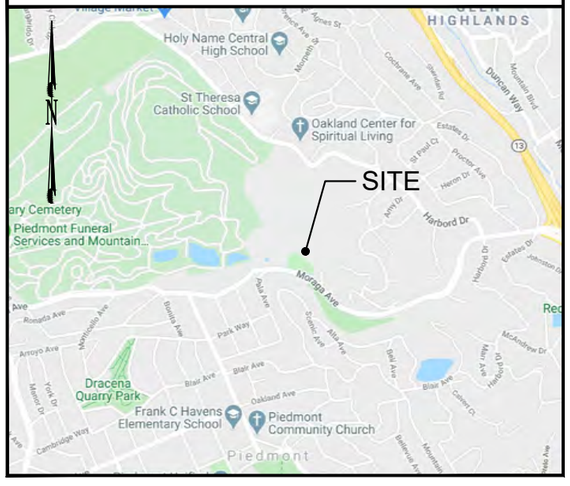
T-MOBILE SITE ID

SF92372A

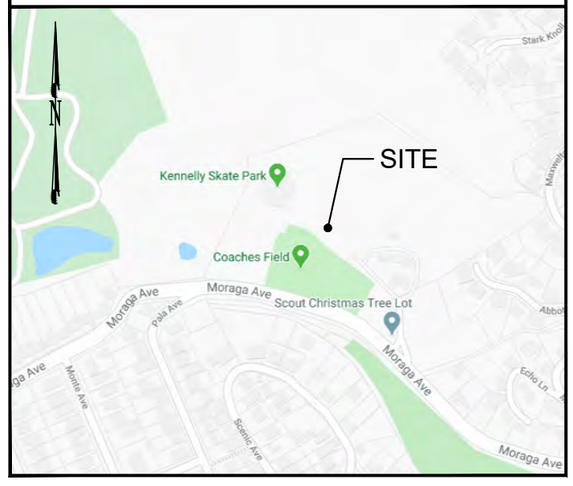
SITE ADDRESS

898 RED ROCK ROAD
PIEDMONT, CA 94611

VICINITY MAP



LOCAL MAP



DIRECTIONS

FROM THE OAKLAND INTERNATIONAL AIRPORT, OAKLAND, CA:

GET ON I-880 N FROM 98TH AVE 1.8 MILES. HEAD SOUTH ON RON COWAN PARKWAY TOWARD JOHN GLENN DRIVE 213 FT. USE THE LEFT 2 LANES TO TURN LEFT ONTO THE RAMP TO INTERSTATE 880/ DOWNTOWN OAKLAND 0.3 MILES. MERGE ONTO BESSIE COLEMAN DRIVE 0.2 MILES. KEEP LEFT TO CONTINUE ON 98TH AVENUE 1.0 MILES. USE THE RIGHT 2 LANES TO TAKE THE INTERSTATE 880 N RAMP TO DOWNTOWN/OAKLAND 0.2 MILES. CONTINUE ON I-880 N. TAKE CA-24 E TO MORAGA AVE. TAKE EXIT 4 FROM CA-13 S 13.4 MILES. MERGE ONTO I-880 N 6.9 MILES. USE THE RIGHT 2 LANES TO TAKE EXIT 42A FOR I-980 TOWARD CA-24/WALNUT CREEK 0.2 MILES. CONTINUE ONTO I-980 E 1.2 MILES. KEEP LEFT TO CONTINUE ON CA-24 E 3.5 MILES. TAKE THE EXIT ONTO CA-13 S TOWARD HAYWARD 1.3 MILES. TAKE EXIT 4 FOR MORAGA AVENUE W 0.2 MILES. CONTINUE ON MORAGA AVE TO YOUR DESTINATION IN PIEDMONT 0.8 MILES. MERGE ONTO MORAGA AVE 0.7 MILES. TURN RIGHT ONTO RED ROCK RD 256 FT. TURN LEFT 233 FT AND THE SITE IS BE ON YOUR RIGHT AT APPROX. COORDINATES 37° 49' 54.8" N, 122° 13' 46.2" W.

PREPARED FOR:
GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:
DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8247

PRELIMINARY FOR REVIEW ONLY

01/27/21

MICHAEL L. LASSITER, P.E.
CALIFORNIA LICENSE NO. C63329

DRAWN BY:	CH
CHECKED BY:	BJW
APPV'D:	WRB
PROJECT NO:	19-02396

SUBMITTALS

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SITE ADDRESS:
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PIEDMONT, CA 94611

T-MOBILE SITE ID:
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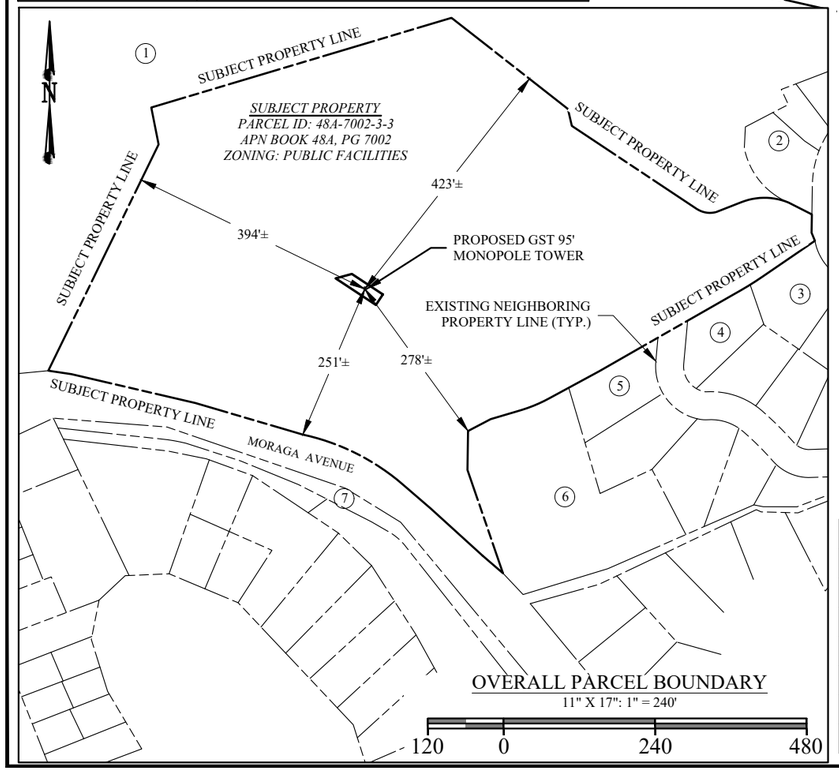
SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

AERIAL IMAGE



SITE DATA TABLE	
PROJECT AREA:	0.030 ACRES (1,314 SF)
DISTURBED AREA:	0.020 ACRES (900 SF)
PARCEL AREA:	11.6 ACRES
ZONING:	PUBLIC FACILITIES (PF)
PROPOSED USE:	95-FT MONOPOLE TELECOMMUNICATIONS FACILITY
BUILDING FOOTPRINT:	N/A
PARKING REQUIRED:	N/A

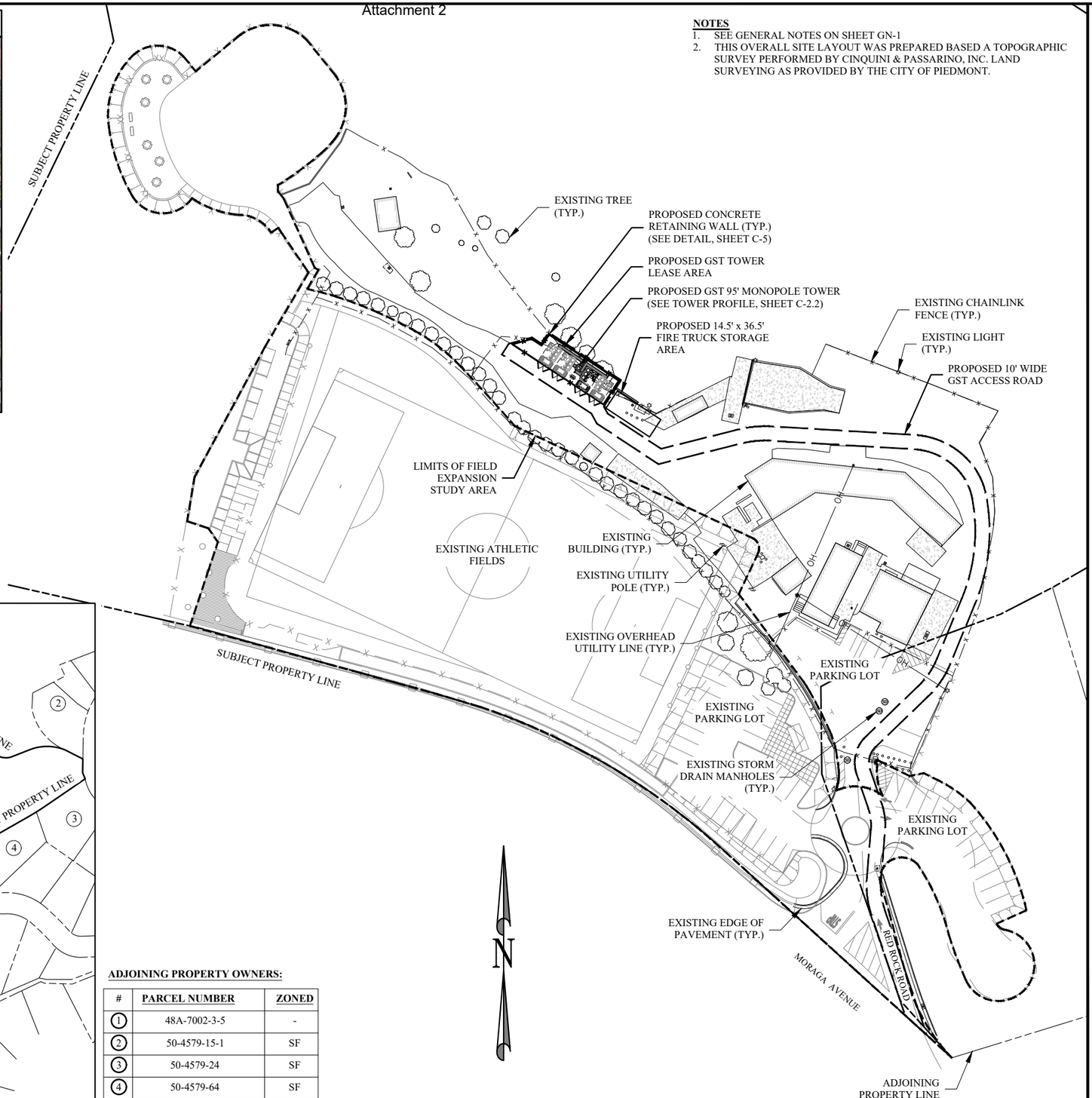


OVERALL PARCEL BOUNDARY
11" X 17": 1" = 240'
120 0 240 480

ADJOINING PROPERTY OWNERS:

#	PARCEL NUMBER	ZONED
1	48A-7002-3-5	-
2	50-4579-15-1	SF
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6	50-4579-61	SF
7	50-4579-80	SF

NOTES
1. SEE GENERAL NOTES ON SHEET GN-1
2. THIS OVERALL SITE LAYOUT WAS PREPARED BASED A TOPOGRAPHIC SURVEY PERFORMED BY CINQUINI & PASSARINO, INC. LAND SURVEYING AS PROVIDED BY THE CITY OF PIEDMONT.



OVERALL SITE LAYOUT
11" X 17": 1" = 80'
40 0 80 160

PREPARED FOR:
GST
GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:
DELTA OAKS GROUP
DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8247

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MICHAEL L. LASSITER, P.E.
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CA-2016003 PIEDMONT CORPORATE YARD

SITE ADDRESS:
898 RED ROCK ROAD
PIEDMONT, CA 94611

T-MOBILE SITE ID:
SF92372A

SHEET TITLE
OVERALL SITE LAYOUT

SHEET NUMBER
C-1.1

EXISTING CHAINLINK FENCE (TO BE REMOVED)
TW= 422.00
BW= 416.30
TW= 417.00
BW= 416.20
EXISTING CHAINLINK FENCE (TYP.)
415.65
415.00
416.15
PROPOSED GST TOWER LEASE AREA
PROPOSED CONCRETE RETAINING WALL (TYP.) (SEE DETAIL, SHEET C-5)
UNDEVELOPED SLOPED
TW= 422.50
BW= 417.15
PROPOSED T-MOBILE ICE BRIDGE (SEE DETAIL, SHEET E-2)
PROPOSED ICE BRIDGE (TYP.) (OTHER CARRIER)
EXISTING ASPHALT WITHIN PROPOSED LEASE AREA TO BE REMOVED
21.6'
10.0'
PROPOSED 10' X 15' SUBLEASE AREA (OTHER CARRIER)
PROPOSED 10' X 15' SUBLEASE AREA (OTHER CARRIER)
PROPOSED 10' X 15' T-MOBILE SUBLEASE AREA
PROPOSED 10' X 15' SUBLEASE AREA (OTHER CARRIER)
EXISTING TREE WITHIN PROPOSED LEASE AREA (TYP.) (TO BE REMOVED)
TW= 424.00
BW= 418.00
PROPOSED GST 95' MONOPOLE TOWER (SEE TOWER PROFILE, SHEET C-2.2)
3%
PROPOSED H-FRAME (SEE DETAIL, SHEET E-1)
PROPOSED CONC. FILLED STL. TRAFFIC BOLLARDS (TYP. OF 4)
TW= 421.50
BW= 417.80
ASPHALT PAVEMENT
PROPOSED 10' WIDE SWING GATE (TYP.)
PROPOSED CHAINLINK FENCE (TO CONNECT EXISTING)
EXISTING CHAINLINK FENCE (TO BE REMOVED)
19.5'
TW= 420.0
BW= 417.80
EXISTING LIGHT POLE (TYP.)
419
418
3.8'
417.60
PROPOSED 10' WIDE GST ACCESS ROAD
20.0'
T-MOBILE ANTENNA WOOD POLE (TO BE REMOVED)
EXISTING STORAGE CONTAINER
EXISTING EDGE OF PAVEMENT (TYP.)
20.0'
20.0'
36.5'
EXISTING TREE (TYP.)
T-MOBILE CABINET CONCRETE PAD AND EQUIPMENT (TO BE REMOVED)
14.5'
EXISTING CONCRETE PAD
4' STL. BOLLARD (TYP. TOTAL OF 4) (TO BE REMOVED)
PROPOSED 14.5' x 36.5' FIRE TRUCK STORAGE AREA
21.8'
LIMITS OF FIELD EXPANSION STUDY AREA
EXISTING SHED
ASPHALT PAVEMENT

N

SITE PLAN
11" X 17": 1" = 10'

5 0 10 20

LEGEND

417	EXISTING CONTOUR (MINOR)
410	EXISTING CONTOUR (MAJOR)
417	PROPOSED CONTOUR (MINOR)
410	PROPOSED CONTOUR (MAJOR)
	PROPERTY LINE/ROW
	PROPOSED LEASE AREA
	WATERBODY
X	EXISTING FENCE
X	PROPOSED FENCE
	ROADWAY CENTERLINE
	EXISTING EDGE OF PAVEMENT
	PROPOSED EDGE OF PAVEMENT
OH	OVERHEAD UTILITY
UE	UNDERGROUND UTILITY
UT	UNDERGROUND TELCO
W	UNDERGROUND WATER
3%	EXISTING SLOPE/DRAINAGE
3%	PROPOSED SLOPE/DRAINAGE
144.15	PROPOSED SPOT ELEV
× 144.15	EXISTING SPOT ELEV

NOTES

1. SEE GENERAL NOTES ON SHEET GN-1
2. THIS SITE PLAN WAS PREPARED USING SURVEY ENTITLED "PIEDMONT CORP YARD" AS PREPARED BY NEVADA CITY ENGINEERING, INC. DATED 08/08/17, AND A TOPOGRAPHIC SURVEY PERFORMED BY CINQUINI & PASSARINO, INC. LAND SURVEYING AS PROVIDED BY THE CITY OF PIEDMONT.

PREPARED FOR:
GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:
DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
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MICHAEL L. LASSITER, P.E.
CALIFORNIA LICENSE NO. C63329

DRAWN BY:	CH
CHECKED BY:	BJW
APPV'D:	WRB
PROJECT NO:	19-02396

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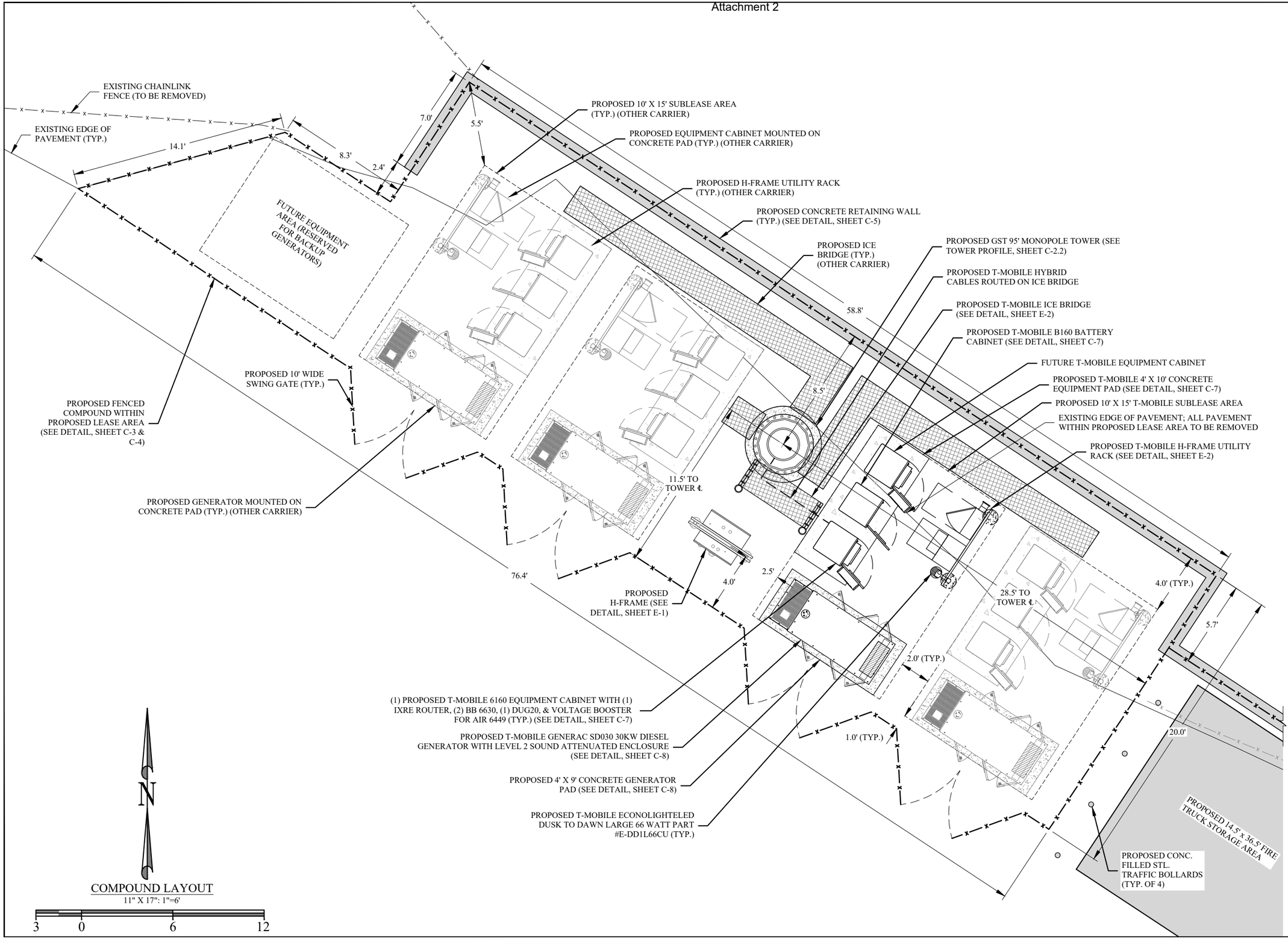
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PIEDMONT, CA 94611

T-MOBILE SITE ID:
SF92372A

SHEET TITLE
SITE PLAN

SHEET NUMBER
C-1.2



COMPOUND LAYOUT
11" X 17": 1"=6'

3 0 6 12

PREPARED FOR:

GST

GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

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01/19/21	PRELIMINARY	6	BJW
01/26/21	PRELIMINARY	7	BJW
01/27/21	PRELIMINARY	8	BJW

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CA-2016003 PIEDMONT CORPORATE YARD

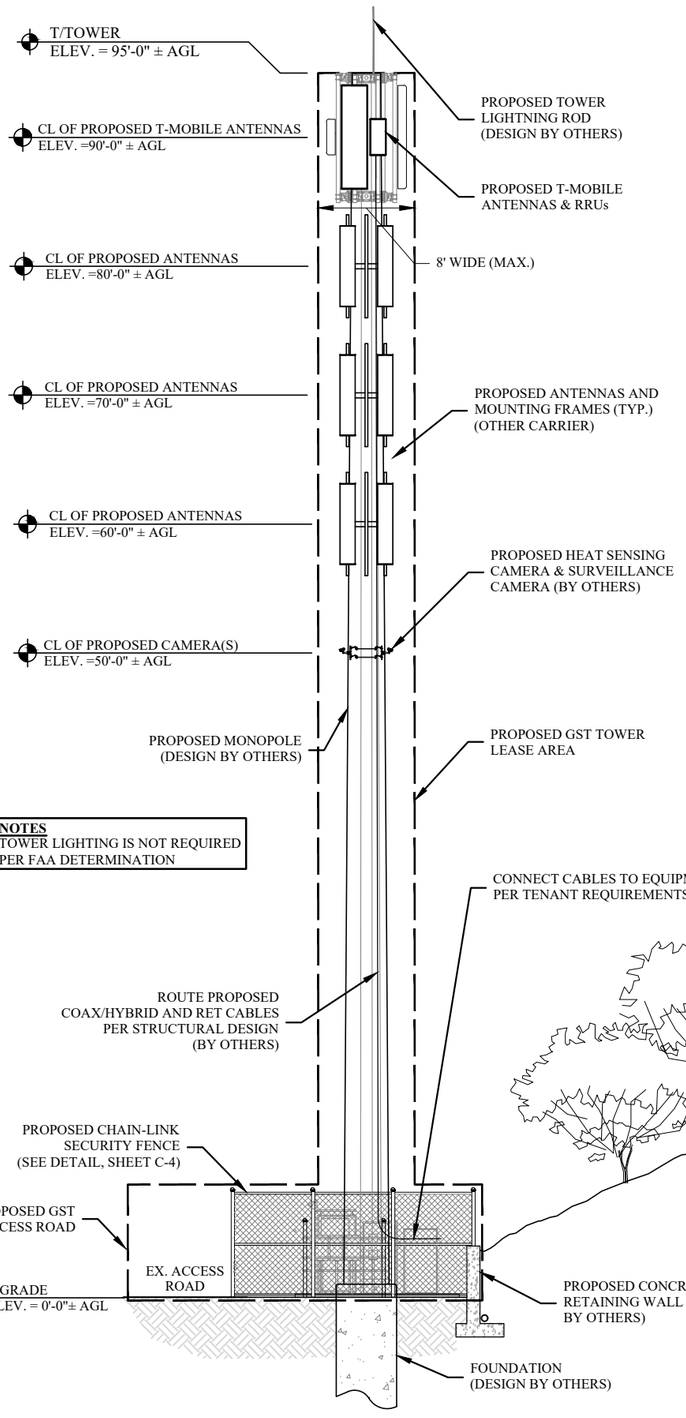
SITE ADDRESS:
898 RED ROCK ROAD
PIEDMONT, CA 94611

T-MOBILE SITE ID:
SF92372A

SHEET TITLE
COMPOUND LAYOUT

SHEET NUMBER
C-2.1

TOWER PROFILE
NTS



PROPOSED ANTENNA CONFIGURATION AND CABLE SCHEDULE

CONFIRM AZIMUTH AND TILT INFORMATION WITH LATEST RFDS

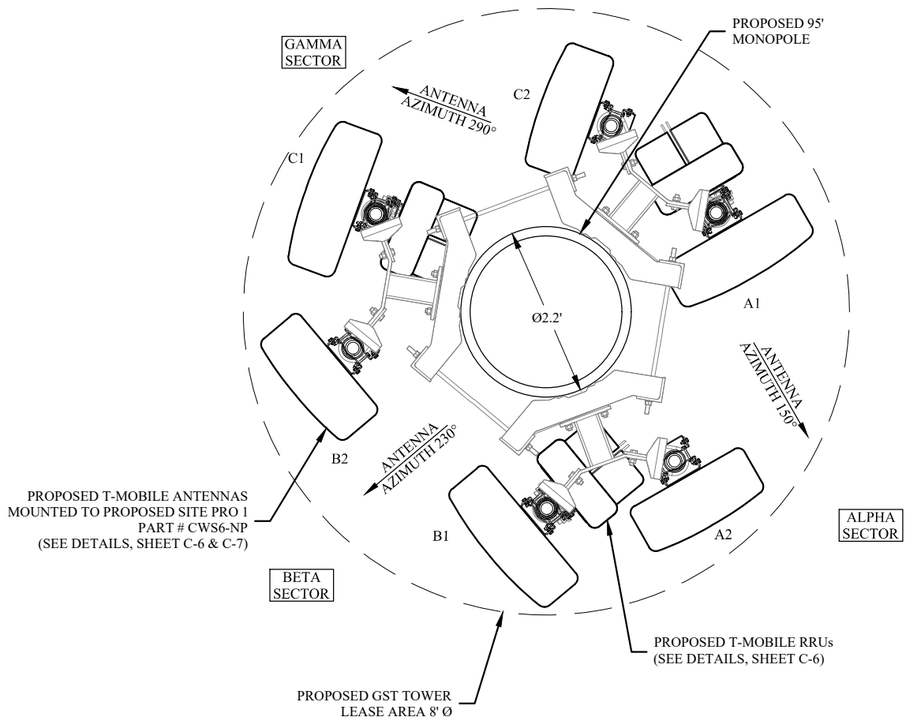
SECTOR	POSITION	STATUS	ANTENNA MODEL NUMBER	RRU MODEL	TECHNOLOGY	AZIMUTH (DEGREES)	RAD C_L (FT A.G.L.)	CABLE TYPE	CABLE QTY	CABLE LENGTH
ALPHA	A1	PROPOSED	APXVAA4L24_43-U-NA20 (DODECA)	(3) RADIO 4415 B66A (3) RADIO 4449 B71+B85 (3) RADIO 4424 B25	L2100, L600/N600, L700, L1900, G1900 L2500, N2500	150°	90'	ERICSSON 6x12 HCS 6AWG	3	40± METERS
	A2	PROPOSED	AIR6449 B41 (MASSIVE MIMO)			150°	90'			
BETA	B1	PROPOSED	APXVAA4L24_43-U-NA20 (DODECA)			230°	90'			
	B2	PROPOSED	AIR6449 B41 (MASSIVE MIMO)			230°	90'			
GAMMA	C1	PROPOSED	APXVAA4L24_43-U-NA20 (DODECA)			290°	90'			
	C2	PROPOSED	AIR6449 B41 (MASSIVE MIMO)			290°	90'			

NOTE:

1. REFER TO LATEST RFDS BEFORE STARTING CONSTRUCTION.

APPROX. NORTH = 0°





PROPOSED ANTENNA CONFIGURATION
11" X 17": 1" = 2'

1 0 2 4

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RALEIGH, NC 27609
PHONE: (919) 342-8247

PRELIMINARY FOR REVIEW ONLY

01/27/21

MICHAEL L. LASSITER, P.E.
CALIFORNIA LICENSE NO. C63329

DRAWN BY:	CH
CHECKED BY:	BJW
APPV'D:	WRB
PROJECT NO:	19-02396

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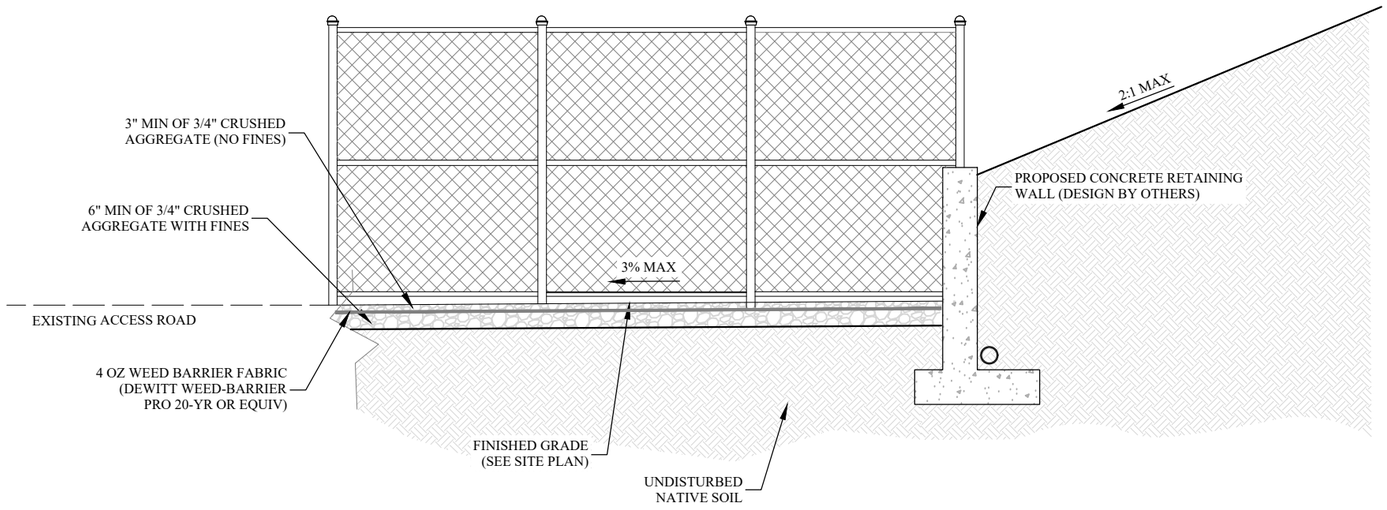
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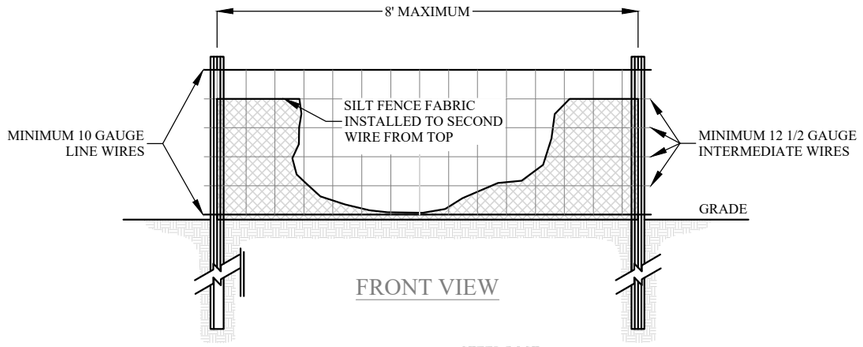
SHEET TITLE
TOWER PROFILE & ANTENNA CONFIGURATION

SHEET NUMBER
C-2.2

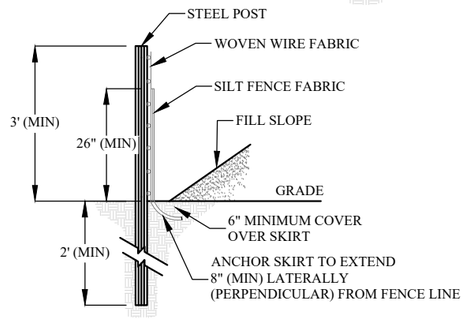
COMPOUND SECTION



TEMPORARY SILT FENCE



FRONT VIEW

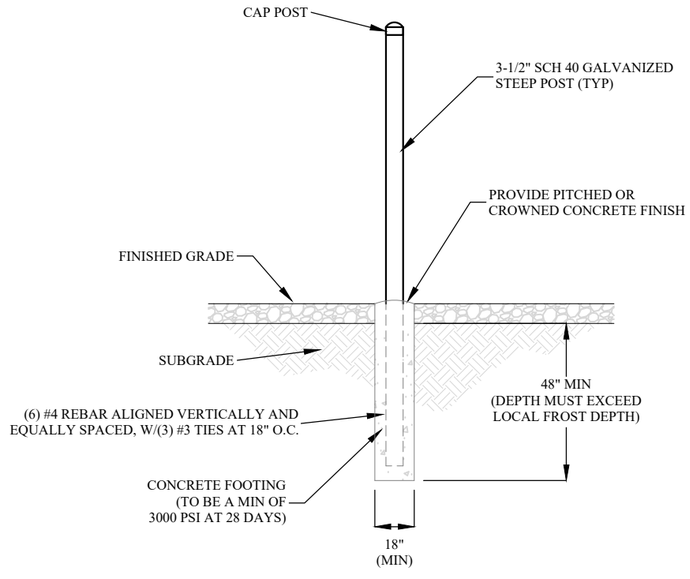


SIDE VIEW

NOTE:

1. USE SILT FENCE ONLY WHEN DRAINAGE AREA DOES NOT EXCEED 1/4 ACRE AND NEVER IN AREAS OF CONCENTRATED FLOW.

POST (UTILITY RACK)



NOTES:

1. PIER REINFORCING USED FOR UTILITY RACKS AND ICE BRIDGE POSTS
2. MAINTAIN 3" MINIMUM REBAR COVER IN ALL DIRECTIONS

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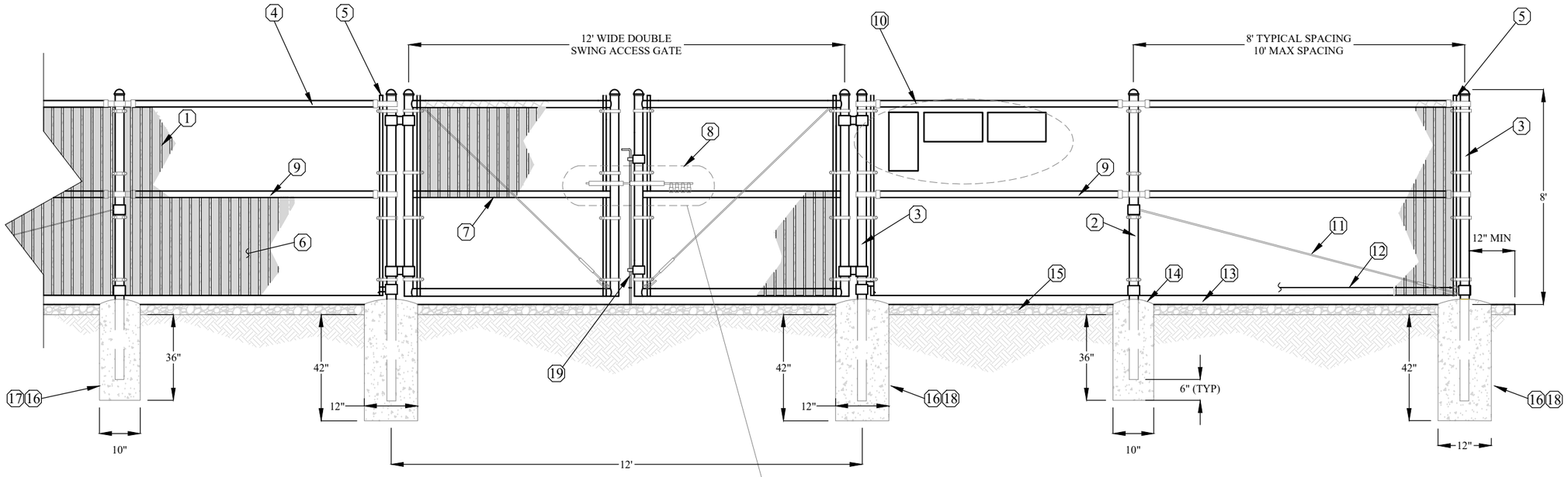
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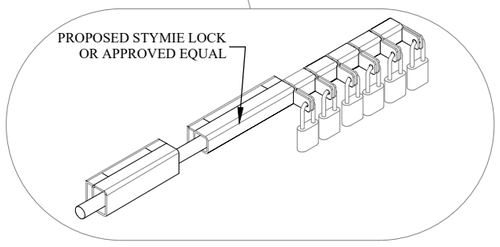
T-MOBILE SITE ID:
SF92372A

SHEET TITLE
CIVIL DETAILS

SHEET NUMBER
C-3

COMPOUND FENCE





KEYNOTES:

1. CONTRACTOR SHALL INSTALL PRIVACY SLATS IN ALL SECTIONS OF EXISTING AND PROPOSED CHAIN LINK FENCE.
2. 2-1/2" NOMINAL GALVANIZED STEEL, SCHEDULE 40 INTERMEDIARY LINE POSTS (PER ASTM-F1083). LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 10' O.C.
3. 3" O.D. GALVANIZED STEEL SCHEDULE 40 CORNER AND GATE POSTS (PER ASTM-F1083). IF GATE LEAF WIDTH GREATER THAN OR EQUAL TO 10-FT OR IF FENCE FABRIC EXTENDED OVER 6-FT AND GATE LEAF WIDTH OVER 6-FT, GATE POST SHALL BE 4" O.D. GALVANIZED STEEL SCHEDULE 40 (PER ASTM-F1083).
4. 1-5/8" O.D. SCHEDULE 40 ROUND TOP/BRACE RAIL (PER ASTM-F1083)
5. STRETCHER BAR TO EXTEND FULL HEIGHT OF FENCE FABRIC; NOT LESS THAN $\frac{3}{16}$" X $\frac{3}{4}$" CROSS SECTION; PLACE ON ALL GATES AND POSTS
6. 9 GAUGE 2" x 2" FENCE FABRIC (TO CONFORM TO ASTM-A392)
7. GATE FRAME BRACE
8. STYMIE LOCK OR OTHER APPROVED MULTI-TENANT LOCKING DEVICE
9. 1-5/8" DIAMETER POST BRACE (AS REQUIRED)
10. GATE SIGNS (SEE DETAIL, THIS SHEET)
11. 3/8" DIAGONAL BRACE ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD
12. 9 GAUGE ALUMINUM TIE WIRE. PROVIDE HOG RING FABRIC TIES SPACED 12" O.C. FOR POSTS AND GATES AND 24" O.C. FOR RAILS AND WIRE.
13. MAINTAIN A 1" MAXIMUM CLEARANCE FROM FINISHED GRADE
14. PROVIDE CROWNED/PITCHED FINISH FOR FENCE POST PIER FOUNDATIONS
15. COMPOUND SECTION AND MATERIALS (SEE DETAIL, SHEET C-3)
16. CONCRETE PIER FOUNDATION; TO ACHIEVE A MINIMUM STRENGTH OF 3000 PSI AT 28 DAYS. CONCRETE DEPTH TO BE AS SPECIFIED HEREIN, AS SPECIFIED BY MANUFACTURER, OR A MINIMUM OF 6" BELOW FROST LINE; WHICHEVER IS GREATER
17. LINE POST CONCRETE PIER FOUNDATION
18. CORNER/GATE POST CONCRETE PIER FOUNDATION
19. COMMERCIAL GRADE DROP ROD AND CENTERSTOP (HOOVER FENCE OR EQUIV)

NOTES:

1. FENCE DESIGN AND INSTALLATION NOTES ARE INDUSTRY STANDARDS AND/OR MINIMUM REQUIREMENTS AND ARE FOR GENERAL GUIDANCE ONLY. REFER TO MANUFACTURER'S RECOMMENDATIONS OF THE SPECIFIED PRODUCT AND APPLICABLE GOVERNING CODES FOR FULL INSTALLATION DETAILS. IN THE EVENT OF DISCREPANCIES, MANUFACTURER'S RECOMMENDATIONS OR APPLICABLE CODE SHALL GOVERN, WHICHEVER IS MORE STRINGENT.
2. ALL FENCING TO BE INSTALLED PER ASTM F-567. ALL SWING GATES TO BE INSTALLED PER ASTM F-900.
3. BARBED WIRE PERMIT REQUIRED SHALL BE COMPLETED IF LOCAL ORDINANCE REQUIRES.
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE GALVANIZED (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDINGS SHALL BE COATED WITH (3) COATS OF GOLD GALV. (OR EQUAL). ALL OPEN POSTS SHALL HAVE END-CAPS.
5. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC USING GALVANIZED HOG-RING WIRE.
6. ALL SIGNS AND SIGN PLACEMENT SHALL ADHERE TO THE REQUIREMENTS OF OSHA 1910.145 AND 1910.200 AND ALL APPLICABLE FCC CODES
7. DROP ROD AND CENTERSTOP REQUIRED FOR GATE. GENERAL CONTRACTOR RESPONSIBLE FOR GATE LOCK.

GATE SIGNS

GST
GULF SOUTH TOWERS
SITE NAME: XXXXX
SITE NUMBER: XXXXX
FCC REGISTRATION NO.: XXXXXXX
LEASING INFORMATION: (XXX) XXX - XXXX
EMERGENCY CONTACT: (XXX) XXX - XXXX
NO TRESPASSING
WWW.GSTOWERS.COM
18" x 24" ALUMINUM

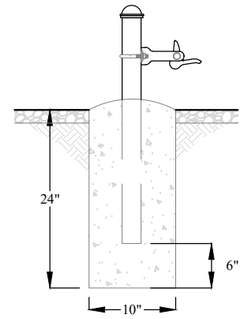
CAUTION
18" x 12" ALUMINUM

NO TRESPASSING!	NOTICE
AUTHORIZED ENRTY ONLY	
WARNING	DO NOT CLIMB TOWER WITHOUT OWNERS WRITTEN AUTHORIZATION
ANTENNAS MAY BE ACTIVE	

18" x 24" ALUMINUM

PLEASE KEEP GATE CLOSED
18" x 12" ALUMINUM

GATE KEEPER



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01/27/21

MICHAEL L. LASSITER, P.E.
CALIFORNIA LICENSE NO. C63329

DRAWN BY:	CH
CHECKED BY:	BJW
APPV'D:	WRB
PROJECT NO:	19-02396

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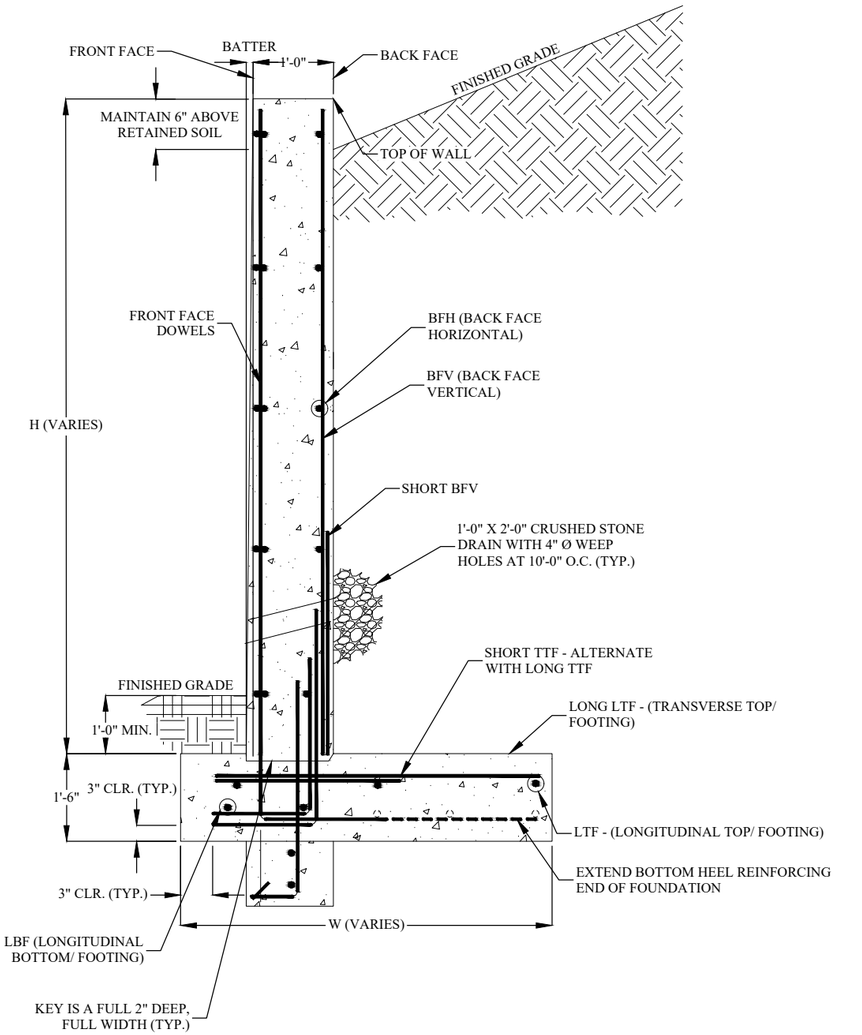
T-MOBILE SITE ID:
SF92372A

SHEET TITLE
CIVIL DETAILS

SHEET NUMBER
C-4

NOTES:

1. RETAINING WALLS ARE TO BE DESIGNED BY OTHERS.
2. DESIGN SHALL TO ADHERE TO ALL JURISDICTION REQUIREMENTS AND SPECIFICATIONS.
3. INFORMATION PROVIDED ON THIS SHEET ARE TYPICAL AND FOR REFERENCE ONLY.



TYPICAL CONCRETE RETAINING WALL -FOR REFERENCE ONLY (TO BE DESIGNED BY OTHERS)
NTS

PREPARED FOR:
GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
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PHONE: (318) 614-3369

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SHEET TITLE
CIVIL DETAILS

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C-5

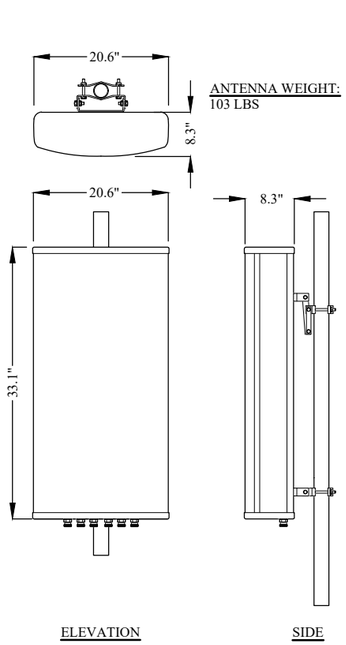


SIZE AND WEIGHT TABLE

RRH	WIDTH	DEPTH	HEIGHT W/O CABLE MANAGEMENT COVER	WEIGHT W/O BRACKET
RADIO 4449 B71+B85	14.9"	10.4"	13.2"	74 LBS

NOTE:
DIMENSIONS DO NOT INCLUDE MOUNTING BRACKET AND SOLAR SHIELD.

ERICSSON REMOTE RADIO UNIT (RRU) 4449
NTS



AIR6449 B41 ANTENNA DETAILS
NTS

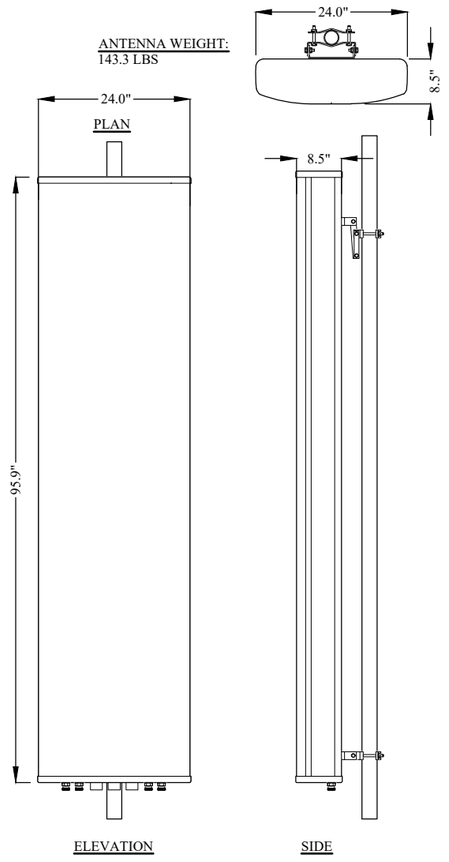


SIZE AND WEIGHT TABLE

RRH	WIDTH	DEPTH	HEIGHT W/O CABLE MANAGEMENT COVER	WEIGHT W/O BRACKET
RADIO 4424 B25	13.5"	9.6"	16.5"	88 LBS

NOTE:
DIMENSIONS DO NOT INCLUDE MOUNTING BRACKET AND SOLAR SHIELD.

ERICSSON REMOTE RADIO UNIT (RRU) 4424
NTS



APXVAA4L24_43-U-NA20 ANTENNA DETAILS
NTS

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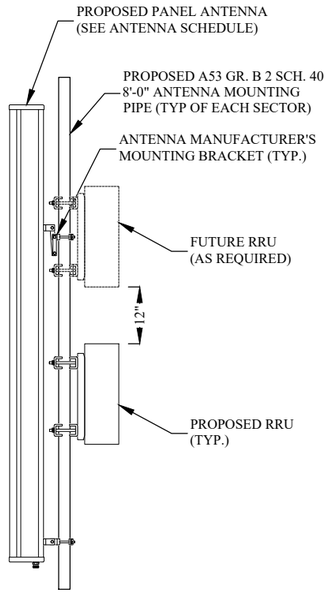
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SHEET TITLE
CIVIL DETAILS

SHEET NUMBER
C-6



ANTENNA & RRU MOUNTING DETAIL
NTS



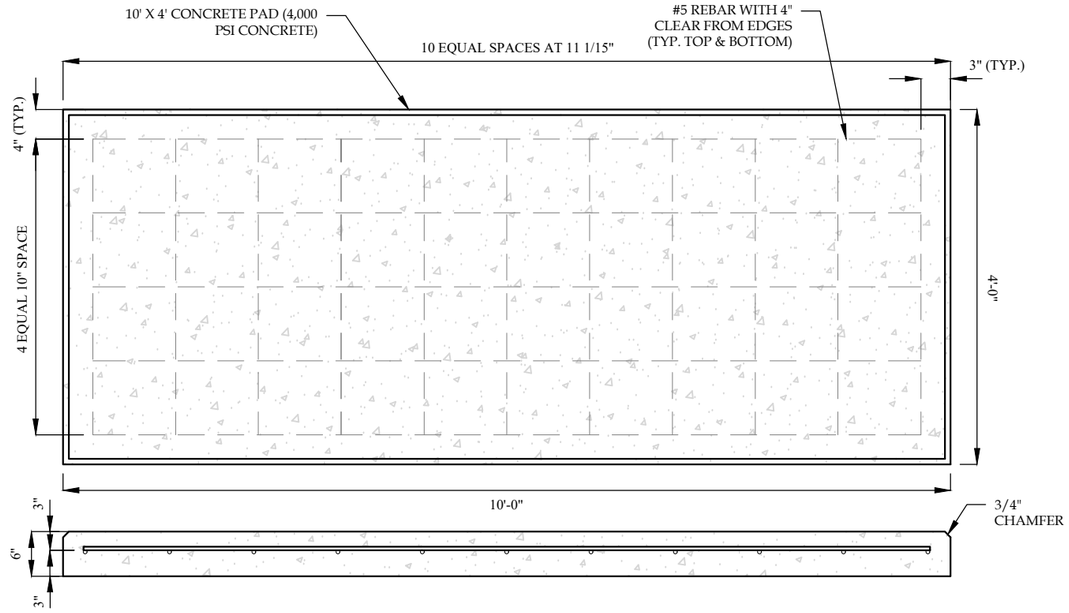
BATTERY CABINET SPECIFICATIONS	
MODEL	B160
MANUFACTURER	ERICSSON
HEIGHT	63"
WIDTH	26"
DEPTH	26"

BATTERY CABINET B160 DETAIL
NTS



CABINET SPECIFICATIONS	
MODEL	6160
MANUFACTURER	ERICSSON
HEIGHT	63"
WIDTH	25.6"
DEPTH	25.6"

6160 CABINET DETAIL
NTS



TYPICAL CONCRETE EQUIPMENT PAD DETAIL (FOR REFERENCE ONLY)
NTS

NOTES:

1. DESIGN AND CONSTRUCTION OF ALL CONCRETE ELEMENTS SHALL CONFORM TO THE LATEST EDITIONS OF ALL APPLICABLE CODES INCLUDING: ACI 301, ACI 117, AND ACI 318.

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GST CAPITAL PARTNERS, LLC
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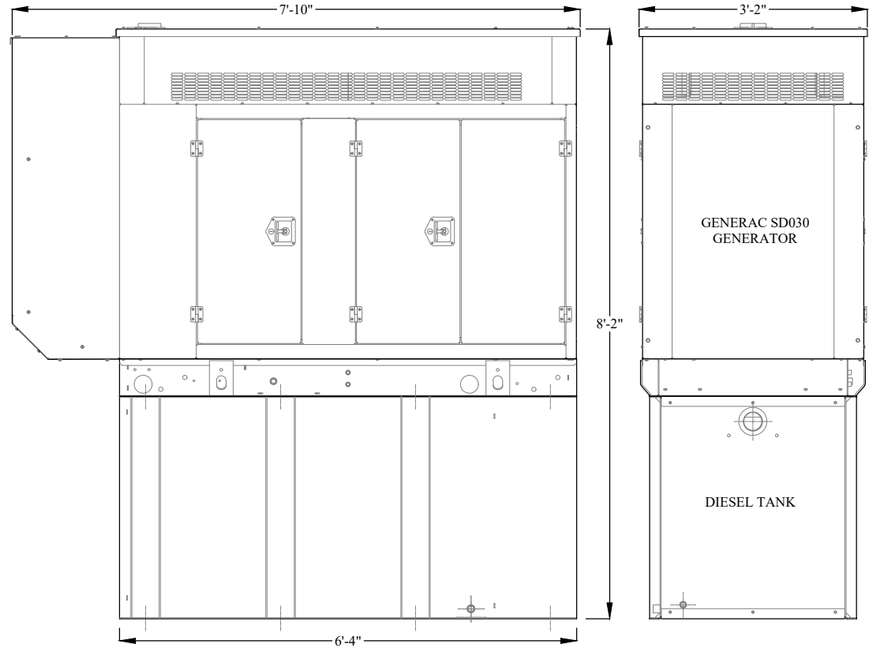
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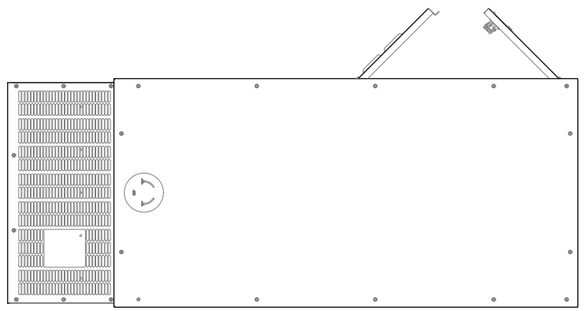
SHEET TITLE
CIVIL DETAILS

SHEET NUMBER
C-7



FRONT VIEW

SIDE VIEW

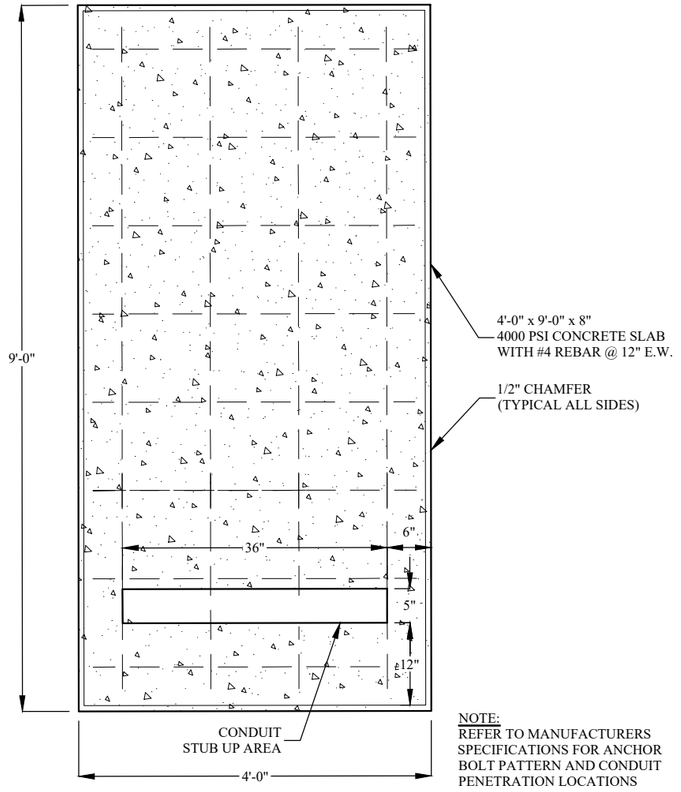


PLAN

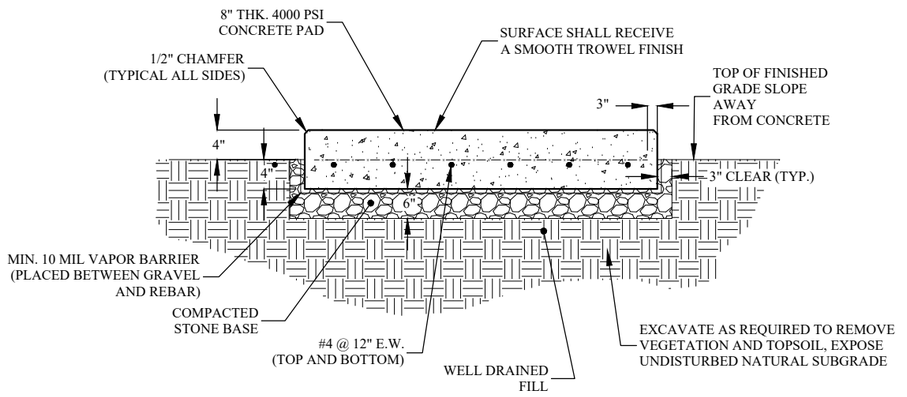
GENERAC 30KW GENERAC SD030 DIESEL GENSET WITH DIESEL BASE TANK
NTS

NOTES:

1. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
2. ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
3. CONTROL PANEL/CIRCUIT BREAKER INFORMATION: SEE SPECIFICATION SHEET OR OWNERS MANUAL.
4. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING FLOW.
5. REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
6. MOUNTING BOLTS OR STUDS AS SPECIFIED BY MANUFACTURER (USE STANDARD SAE TORQUE SPECS).
7. MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
8. GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED.
9. EXHAUST MUFFLER ENCLOSED WITHIN GENERATOR ENCLOSURE, REMOVE ENCLOSURE TO ACCESS EXHAUST MUFFLER.
10. STATED DIMENSIONS ASSUME STANDARD ENCLOSURE



NOTE:
REFER TO MANUFACTURERS SPECIFICATIONS FOR ANCHOR BOLT PATTERN AND CONDUIT PENETRATION LOCATIONS



TYPICAL CONCRETE GENERATOR PAD DETAIL
(FOR REFERENCE ONLY)
NTS

NOTE:
1. GENERATOR PAD DESIGN IS AS PROVIDED AND SPECIFIED BY T-MOBILE

PREPARED FOR:
GST
GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:
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DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8247

PRELIMINARY FOR REVIEW ONLY

01/27/21

MICHAEL L. LASSITER, P.E.
CALIFORNIA LICENSE NO. C63329

DRAWN BY:	CH
CHECKED BY:	BJW
APPV'D:	WRB
PROJECT NO:	19-02396

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SITE NAME:
CA-2016003 PIEDMONT CORPORATE YARD

SITE ADDRESS:
898 RED ROCK ROAD
PIEDMONT, CA 94611

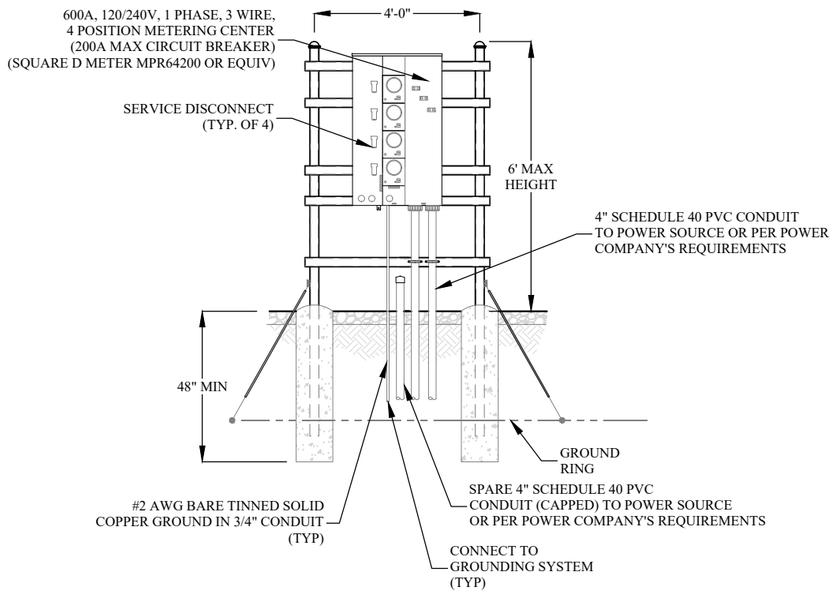
T-MOBILE SITE ID:
SF92372A

SHEET TITLE
CIVIL DETAILS

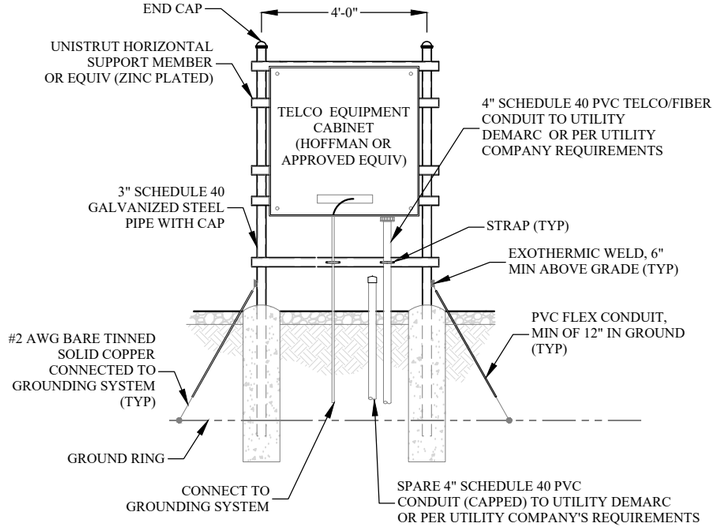
SHEET NUMBER
C-8

H-FRAME UTILITY RACK

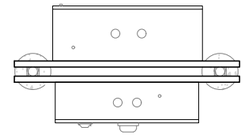
FRONT VIEW



REAR VIEW



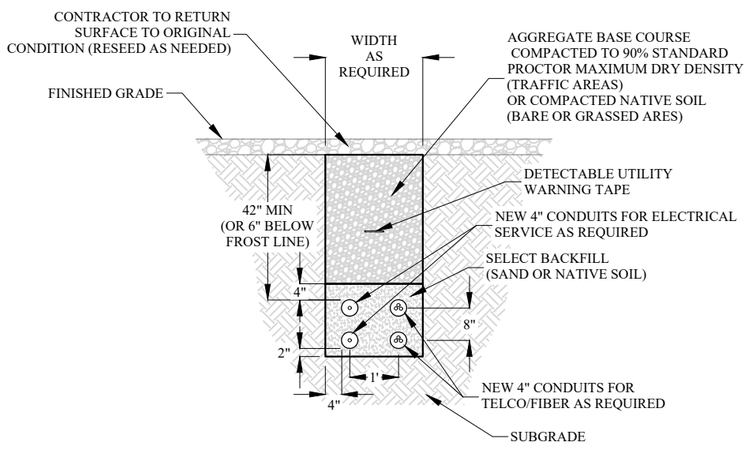
PLAN VIEW



NOTES:

1. EXACT LAYOUT AND COMPONENTS OF UTILITY RACK MAY CHANGE BASED ON OWNER/TENANT REQUIREMENTS. CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO BID REGARDING POTENTIAL MODIFICATIONS.
2. CONTRACTOR TO MAINTAIN 3'-0" MINIMUM CLEARANCE FROM METERING CENTER TO NEAREST OBSTRUCTION
3. CONCRETE PIER FOUNDATION TO ACHIEVE A MINIMUM STRENGTH OF 3000 PSI AT 28 DAYS. CONCRETE DEPTH TO BE A MINIMUM OF 6" BELOW FROST LINE (48" MINIMUM, TYP.)
4. ELECTRIC SERVICE: 240/120V, 1Ø, 3W, 600A UNDERGROUND SERVICE TO POLE RISER
5. USE COPPER STRANDED, 600V, TYPE THW/THWN, WITH CROSS-LINKED POLYETHYLENE INSULATION FOR #8 AWG AND LARGER WIRE
6. UNDERGROUND CONDUITS SHALL BE SCHEDULE 40 PVC (MEET UL STANDARDS G51 AND NEMA TC2-1990) EXPOSED GALVANIZED STEEL. ALL CONDUIT BENDS SHALL BE A MIN. OF 24" RADIUS OR AS SPECIFIED BY THE LATEST EDITION OF THE NEC, WHICHEVER IS GREATER
7. GROUNDING CONDUCTOR SHALL BE #2 AWG SOLID BARE TINNED COPPER UNLESS OTHERWISE NOTED
8. 4" PVC CONDUIT INSTALLED 30" (MIN) BELOW GRADE FOR INCOMING SERVICE BY TELEPHONE COMPANY. PROVIDE PULL STRING - 200 LB TEST POLYETHYLENE CORD

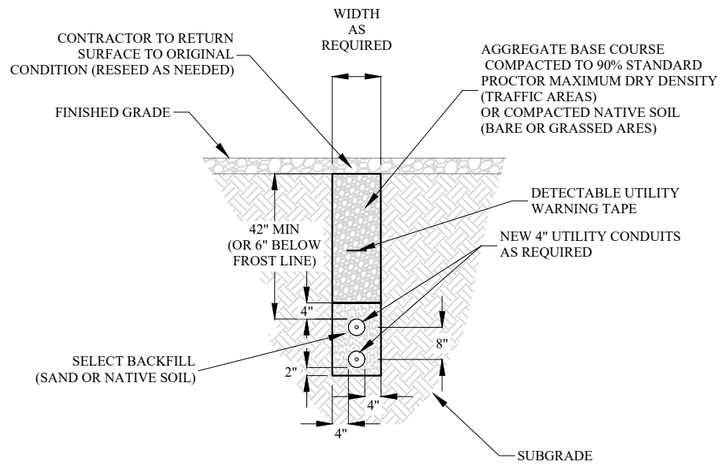
JOINT UTILITY TRENCH



NOTES:

1. CONDUIT TYPE, SIZE, QUANTITY, AND SEPARATION TO BE VERIFIED WITH LOCAL UTILITY PROVIDER REQUIREMENTS.

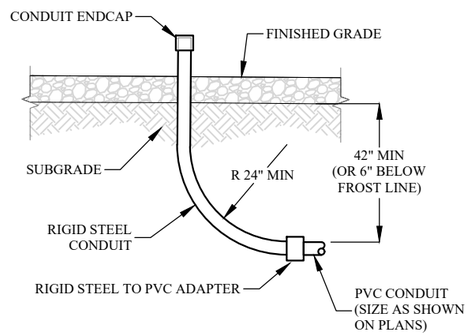
SINGLE UTILITY TRENCH



NOTES:

1. CONDUIT TYPE, SIZE, QUANTITY, AND SEPARATION TO BE VERIFIED WITH LOCAL UTILITY PROVIDER REQUIREMENTS.

CONDUIT STUB-UP



PREPARED FOR:
GST CAPITAL PARTNERS, LLC
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PHONE: (318) 614-3369

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4904 PROFESSIONAL COURT, 2ND FLOOR
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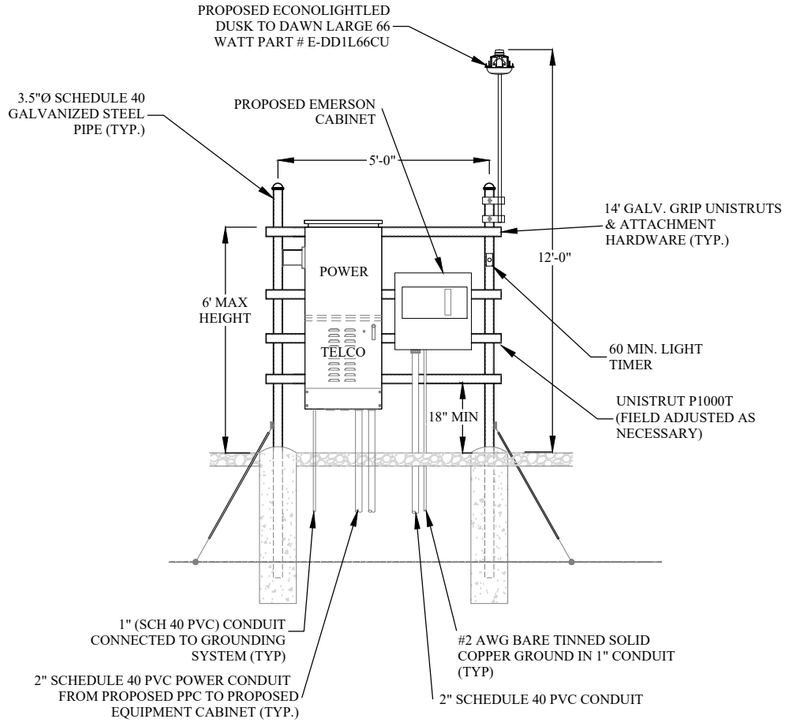
SITE ADDRESS:
898 RED ROCK ROAD
PIEDMONT, CA 94611

T-MOBILE SITE ID:
SF92372A

SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E-1

TYPICAL T-MOBILE H-FRAME UTILITY RACK



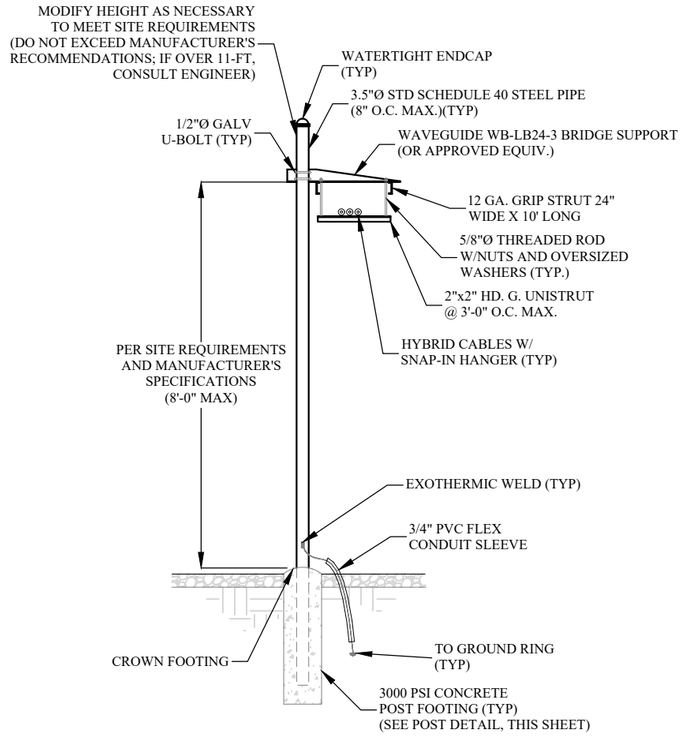
FRONT VIEW

NOTES:

1. EXACT LAYOUT AND COMPONENTS OF UTILITY RACK MAY CHANGE BASED ON OWNER/TENANT REQUIREMENTS. CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO BID REGARDING POTENTIAL MODIFICATIONS.
2. CONTRACTOR TO MAINTAIN 3'-0" MINIMUM CLEARANCE FROM METERS OR ELECTRICAL PANELS TO NEAREST OBSTRUCTION
3. UNDERGROUND CONDUITS SHALL BE SCHEDULE 40 PVC (MEET UL STANDARDS G51 AND NEMA TC2-1990) EXPOSED GALVANIZED STEEL. ALL CONDUIT BENDS SHALL BE A MIN. OF 24" RADIUS OR AS SPECIFIED BY THE LATEST EDITION OF THE NEC, WHICHEVER IS GREATER
4. GROUNDING CONDUCTOR SHALL BE #2 AWG SOLID BARE TINNED COPPER UNLESS OTHERWISE NOTED

NOTE:
GENERATOR CONDUITS NOT SHOWN FOR CLARITY

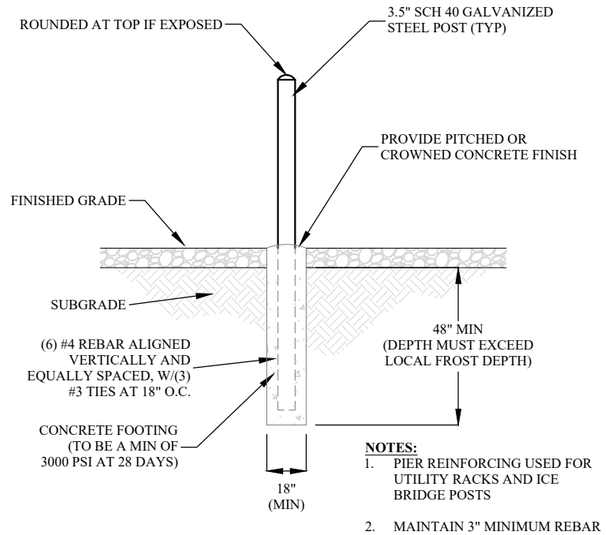
ICE BRIDGE



DETAIL NOT USED

DETAIL NOT USED

POST DETAIL (ICE BRIDGE, UTILITY RACK)



NOTES:

1. PIER REINFORCING USED FOR UTILITY RACKS AND ICE BRIDGE POSTS
2. MAINTAIN 3" MINIMUM REBAR COVER IN ALL DIRECTIONS

PREPARED FOR:
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SITE ADDRESS:
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PIEDMONT, CA 94611

T-MOBILE SITE ID:
SF92372A

SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E-2

GENERAL NOTES

1. THE SCOPE OF WORK DEPICTED IN THIS PLANSET MUST BE COMPLETED UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE SUBSTANTIAL EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS PROJECT, THE CONTRACTOR IS CONFIRMING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY TO COMPLETE THE WORK, THAT HE IS KNOWLEDGEABLE OF THE SCOPE OF WORK TO BE PERFORMED AND THAT HE IS LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.
2. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST VERSION OF THE LOCAL AND NATIONAL BUILDING CODE, WHICHEVER IS MORE STRINGENT.
3. SHOP DRAWINGS AND/OR MANUFACTURER'S SPECIFICATIONS AND INSTALLATION INSTRUCTIONS REGARDING ANY HARDWARE, INFRASTRUCTURE, OR MATERIALS SPECIFIED HEREIN SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING INFORMATION CONTAINED HEREIN.
4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS NOT PROVIDED BY OWNER. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH PERMITS AS ISSUED AND ANY AND ALL APPLICABLE STATE, COUNTY, AND LOCAL CODES.
5. THE CONTRACTOR SHALL VERIFY ALL EXISTING TOPOGRAPHY, DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS ARE AS INDICATED ON THESE DRAWINGS. ADDITIONALLY, THE CONTRACTOR SHALL ESTABLISH THE LOCATION OF UNDERGROUND AND OVERHEAD UTILITIES AND SERVICES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND OWNER'S ENGINEER FOR RESOLUTION AND/OR MODIFICATION PRIOR TO COMMENCEMENT OF THE WORK.
6. EXISTING IMPROVEMENTS DAMAGED OR DESTROYED AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE REPLACED OR RESTORED TO THEIR ORIGINAL CONDITION OR BETTER, AND TO THE SATISFACTION OF THE OWNER OF THE IMPROVEMENTS
7. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL INSPECTIONS, CERTIFICATIONS, AND/OR ANY OTHER REQUIREMENTS WHICH MUST BE MET TO FULFILL THE SCOPE OF WORK AS REPRESENTED IN THIS PLAN SET, OBTAIN A CERTIFICATE OF OCCUPANCY, OR OTHERWISE ALLOW FOR THE FULL INTENDED USE OF THE PROPOSED FACILITY
8. THESE PLANS/DRAWINGS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR ENGINEER SHALL NOT INCLUDE INSPECTION OF THE CONSTRUCTION PROCEDURES AND DOES NOT ALLEVIATE CONTRACTOR FROM THE FOREGOING. ENGINEER AND/OR OWNER DISCLAIM ANY ROLE IN THE CONSTRUCTION MEANS AND/OR METHODS ASSOCIATED WITH THE PROJECT AS SET FORTH IN THESE PLANS.
9. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE AND IMPLEMENT BOTH THE ERECTION PROCEDURE AND SEQUENCE TO ENSURE THE SAFETY OF THE STRUCTURE, ALL SURROUNDING INFRASTRUCTURE, WORKSPACE, EMPLOYEES, AND PUBLIC DURING ERECTION AND/OR MODIFICATIONS. THIS INCLUDES BUT IS NOT LIMITED TO TEMPORARY BRACING, GUYS, TIE DOWNS, OR OTHER SUPPORTS THAT MAY BE NECESSARY DURING CONSTRUCTION.
10. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTION MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION.
11. IF DEVIATIONS FROM THE DRAWINGS OR SPECIFICATIONS ARE DEEMED NECESSARY BY THE CONTRACTOR, DETAILS OF SUCH DEVIATION AND REASONS THEREOF SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR REVIEW. NO DEVIATIONS FROM THE CONTRACT DOCUMENTS SHALL BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE OWNER AND/OR ENGINEER
12. THE CONTRACTOR MUST, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATIONS OF WASTE MATERIALS OR RUBBISH CAUSED BY HIM, HIS EMPLOYEES, OR HIS WORK. ALL DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE ON A DAILY BASIS
13. CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS (INCLUDING THE GENERAL PUBLIC) AND PROPERTY (INCLUDING ADJOINING PROPERTIES). THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE OWNER AND DESIGN PROFESSIONAL HARMLESS OF ANY AND ALL LIABILITY REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR DESIGN PROFESSIONAL.

GENERAL NOTES (CONT.)

13. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK ASSOCIATED WITH THIS PROJECT COMPLIES WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL SAFETY CODES AND OTHER REGULATIONS GOVERNING THE WORK.
14. ACCESS TO THE PROPOSED SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER OR THE OWNER'S REPRESENTATIVE REGARDING ALL CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIAL ACCESS.

EXISTING INFRASTRUCTURE

1. EXISTING TOPOGRAPHIC, UTILITY, PLANIMETRIC, AND BOUNDARY INFORMATION IS TAKEN FROM A DRAWING ENTITLED "PIEDMONT CORP YARD FIELD" AND DATED AUGUST 08, 2017 BY NEVADA CITY ENGINEERING, INC. OF 505-B COYOTE STREET, NEVADA CITY, CA 95959; (530) 265-6911.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES IN THE AREA OF ANY PROPOSED CONSTRUCTION OR PROPOSED DISTURBANCE DUE TO CONSTRUCTION. THE LOCATION OF ALL EXISTING UTILITIES ARE NOT NECESSARILY SHOWN ON THE PLANS AND WHERE SHOWN ARE ONLY APPROXIMATE. THE CONTRACTOR SHALL ON HIS INITIATIVE AND AT NO EXTRA COSTS LOCATE ALL UNDERGROUND LINES AND STRUCTURES AS NECESSARY. NO CLAIMS FOR DAMAGES OR EXTRA COMPENSATION SHALL ACCRUE TO THE CONTRACTOR FROM THE PRESENCE OF SUCH PIPE, OTHER OBSTRUCTIONS OR FROM ANY DELAY DUE TO REMOVAL OR REARRANGEMENT OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND STRUCTURES AND IS RESPONSIBLE FOR CONTACTING ALL NON-SUBSCRIBING UTILITIES. CONTACT ENGINEER IMMEDIATELY IF LOCATION OR ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS OR IF THERE APPEARS TO BE A CONFLICT BETWEEN EXISTING AND PROPOSED UTILITY LOCATIONS.

UTILITIES

1. CONTRACTOR SHALL COORDINATE WITH THE OWNER REGARDING THE REQUIREMENTS AND LIMITS OF CLEARANCE FOR OVERHEAD AND/OR UNDERGROUND ELECTRICAL SERVICE
2. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED AND TESTED SATISFACTORILY PRIOR TO COMMENCING ANY PAVING ACTIVITY WHERE SUCH UTILITIES ARE WITHIN THE LIMITS OF PAVEMENT
3. UNLESS OTHERWISE SPECIFIED HEREIN, MINIMUM COVER FOR CONDUITS SHALL BE 36-INCHES

GRADING

1. CONTRACTOR IS TO CONTACT CALIFORNIA 811, INC. AT 1-800-642-2444 FOR UNDERGROUND UTILITY LOCATION 48 HOURS PRIOR TO ANY GROUND DISTURBANCE.
2. ALL CONSTRUCTION AREAS ARE TO BE CLEARED, GRUBBED AND STRIPPED OF TOPSOIL, ORGANICS AND UNSUITABLE MATERIALS PRIOR TO GRADING AND IN ACCORDANCE WITH THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT.
3. EXCAVATIONS SHOULD BE SLOPED OR SHORED IN ACCORDANCE AND COMPLIANCE WITH OSHA 29 CFR PART 1926, EXCAVATION TRENCH SAFETY STANDARDS AS WELL AS LOCAL, STATE AND FEDERAL REGULATIONS.
4. ALL FILL PLACEMENT INCLUDING SUITABILITY OF FILL MATERIALS AND COMPACTION OF MATERIALS SHOULD BE CONDUCTED IN ACCORDANCE WITH THE RECOMMENDATONS SET FORTH IN THE GEOTECHNICAL REPORT. IN THE ABSENCE OF FILL SPECIFICATIONS, THE FOLLOWING MINIMUM REQUIREMENTS SHOULD BE ADHERED TO:
   - 4.1. FILL LIFT THICKNESS SHOULD NOT EXCEED 8 INCHES LOOSE.
   - 4.2. FILL MATERIALS SHOULD NOT BE PLACED ON SATURATED OR FROZEN SURFACES
   - 4.3. FILL MATERIALS SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOD, OR OTHER OJECTIONABLE MATERIALS THAT WOULD PREVENT THE CONSTRUCTION AND/OR COMPACTION OF SATISFACTORY FILLS. THIS INCLUDES SOFT, MUCKY, OR HIGHLY COMPRESSIBLE MATERIALS
   - 4.4. ALL FILLS SHOULD BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE, OR OTHER RELATED PROBLEMS. ALL FILL AREAS WITHIN BUILDINGS OR OTHER STRUCTURES, TRAVEL/ACCESS ROUTES, PARKING AREAS AND EXTENDING 5-FT (MINIMUM) OUTSIDE OF THOSE AREAS' FOOTPRINT, SHOULD BE COMPACTED TO +/- 95% OF MAXIMUM DRY DENSITY OF THE MATEIRAL AS OBATINED BY THE STANDARD PROCTOR METHOD.

** DELTA OAKS GROUP MAKES NO CLAIM TO THE VALIDITY OF THESE RECOMMENDATIONS TO THE SITE'S SPECIFIC GEOTECHNICAL CONDITIONS AND STRONGLY RECOMMENDS A SITE-SPECIFIC GEOTECHNICAL INVESTIGATION BE PERFORMED. ANY AND ALL FILL RECOMMENDATIONS PRESENTED IN SUCH A REPORT WILL TAKE PRECEDENCE OVER THE INFORMATION PRESENTED HEREIN.*

GRADING (CONT.)

5. THE CONTRACTOR SHALL REWORK ALL MATERIALS NOT SUITABLE FOR USE IN THEIR PRESENT STATE DUE TO MOISTURE CONTENT VARIATION. IF THE MATERIAL REMAINS UNSUITABLE AFTER INITIAL REWORKING, THE CONTRACTOR SHALL REMOVE AND REPLACE WITH NEW MATERIAL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT RECOMMENDATIONS.
6. IN THE ABSENCE OF A GEOTECHNICAL REPORT A GEOTECHNICAL ENGINEER SHOULD BE RETAINED TO PROVIDE SITE SPECIFIC RECOMMENDATIONS/OVERSIGHT.
7. DELTA OAKS GROUP MAKES NO CLAIMS TO THE SUITABILITY OF ANY ON-SITE MATERIALS FOR USE AS FILL TO SUPPORT ANY PROPOSED INFRASTRUCTURE.
8. SPOT ELEVATIONS REPRESENT FINISHED GRADE UNLESS OTHERWISE NOTED.
9. ALL TEMPORARY AND FINISHED GRADES MUST MAINTAIN ADEQAUTE SURFACE DRAINAGE SO THAT RUN-OFF IS DIRECTED TO DEDICATED OFF-SITE AREAS OR TO ON-SITE COLLECTION POINTS SUCH AS SWALES, CATCH BASINS, DROP INLETS, CULVERTS, STORMWATER BMP'S, ETC. TO PREVENT SURFACE PONDING, STANDING WATER, OR EXTENDED PERIODS OF SOIL SATURATION.

EROSION AND SEDIMENT CONTROL

1. THE DENUDED AREA IS 900-SQUARE FEET.
2. THE PROJECT AREA IS SITUATED IN FLOOD ZONE "AE", WHICH IS IN THE 100-YEAR FLOOD PLAIN AND IS DEFINED AS "AREAS WITH 1% ANNUAL CHANCE OF FLOOD, PER FIRM #06001C0080G WITH EFFECTIVE DATE AUGUST 03, 2009.
3. CUT AND FILL SLOPES SHOULD BE STABILIZED WITHIN 15 DAYS DURING ANY PHASE OF GRADING
4. STREETS ADJACENT TO THE PROJECT SHALL BE KEPT CLEAN AT ALL TIMES FROM SEDIMENT OR OTHER CONSTRUCTION GENERATED MATERIAL OR A WASH STATION WILL BE REQUIRED
5. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS REGARDING EROSION AND SEDIMENT CONTROL FOR THE AGENCY HAVING JURISDICTION OVER CLEARING AND GRADING PROCEDURES. UTILIZE BEST MANAGEMENT PRACTICES (BMPS) DESCRIBED IN THE GOVERNING AGENCY'S OR APPLICABLE STATE'S CODE IN ORDER TO BOTH PREVENT/MINIMIZE CONCENTRATED FLOWS THROUGH OR ACROSS UNSTABILIZED/DENUDED AREAS AND PREVENT/MINIMIZE SEDIMENT LADEN STORMWATER RUNOFF FROM LEAVING THE CONSTRUCTION SITE. SPECIFIC BMP EXAMPLES INCLUDE SILT FENCE, CONSTRUCTION ENTRANCE(S), PERIMETER DIVERSION SWALES, INLET PROTECTION, AND OTHER APPLICABLE MEASURES.
6. CONTRACTOR AND/OR OWNER SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL DEVICES SPECIFIED HEREIN AND ANY ADDITIONAL CONTROLS THAT MAY BECOME NECESSARY IN ORDER TO ENSURE THE PROTECTION OF ADJACENT PROPERTIES AND WATERWAYS. ALL TEMPORARY DEVICES SHALL BE APPROPRIATELY MAINTAINED UNTIL ALL EARTH DISTURBING ACTIVITIES HAVE CEASED AND THE PROJECT IS STABILIZED AND APPROVED.
7. EROSION CONTROL MEASURES SHALL BE CHECKED DAILY AND IMMEDIATELY FOLLOWING ANY RAINFALL EVENTS. ANY NOTED DEFICIENCIES WILL BE CORRECTED IMMEDIATELY (NO LATER THAN THE END OF EACH DAY). IMMEDIATELY UPON THE DISCOVERY OF UNFORESEEN CIRCUMSTANCES THAT POSE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE CONTRACTOR SHALL IMPLEMENT APPROPRIATE BMPS TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENTATION.
8. ALL DENUDED CUT/FILL SLOPES STEEPER THAN OR EQUAL TO 3:1 SHALL BE PROTECTED WITH NORTH AMERICAN GREEN SC125 OR EQUIVALENT UNLESS ALTERNATIVE SLOPE PROTECTION MEASURES ARE APPROVED
9. ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE SITE VIA THE CONSTRUCTION ENTRANCES

PANEL SCHEDULE

1. SERVICE BOND IS TO BE MADE BY DEVICES (STRAPS, SCREWS, ETC. SUPPLIED BY EQUIPMENT MANUFACTURER. IF NO SUCH DEVICE IS SUPPLIED, BOND IS TO BE MADE IN ACCORDANCE WITH NEC ARTICLE 250.
2. CONDUCTOR OVERCURRENT PROTECTION DEVICES ARE SELECTED IN ACCORDANCE WITH NEC ARTICLE 240-3.
3. CONDUCTOR SIZING IS SELECTED FROM NEC ARTICLE 310-16
4. ALL LUGS THAT HOLD MORE THAN ONE WIRE SHALL BE LISTED FOR MULTI-BARREL CONNECTIONS
5. ALL CONDUCTORS SHALL BE INSULATED THHN WIRE

GST CONSTRUCTION REQUIREMENTS

1. UPON ISSUANCE OF BID AWARD, CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF OF LICENSE TO PERFORM WORK IN APPLICABLE JURISDICTION
2. CONTRACTOR WILL PROVIDE A CONSTRUCTION SCHEDULE PRIOR TO COMMENCEMENT OF CONSTRUCTION. SCHEDULE SHALL BE UPDATED IMMEDIATELY AND SUBMITTED TO OWNER IN EVENT OF DELAYS OR REQUIRED TIME EXTENSTIONS. ALL DELAYS AND/OR TIME EXTENSIONS WILL BE ACCOMPANIED BY EXPLANATIONS FOR EACH OCCURRENCE.
3. DURING CONSTRUCTION, CONTRACTOR SHALL PROVIDE OWNER OR OWNER'S REPRESENTATIVE WITH PHOTOGRAPHS OF MAJOR CONSTRUCTION MILESTONES AS THEY OCCUR.
4. CONTRACTOR OR CONTRACTOR'S REPRESENTATIVE SHALL BE PREPARED TO ATTEND WEEKLY CONFERENCE CALLS WHERE SPECIFIC DETAILS, INCLUDING PROGRESS REPORTS, UNFORESEEN SITE CONDITIONS, SCHEDULE CHANGES, SAFETY CONCERNS, ETC. REGARDING THE SITE WILL BE DISCUSSED.
5. CONTRACTOR WILL UTILIZE, ADHERE TO, AND SUBMIT (AS REQUIRED) ALL OWNER PROVIDED DOCUMENTATION.
6. CONTRACTOR IS RESPONSIBLE FOR CONDUCTION OF ALL CONCRETE COMPRESSIVE STRENGTH TESTING (INCLUDING THE SUBMITTAL OF FINAL TESTING RESULTS AND CLOSE-OUT BOOK)
7. CONTRACTOR IS RESPONSIBLE FOR ALL GRADING AND FILL COMPACTION TESTING REQUIRED AS SET FORTH IN THE GEOTECHNICAL REPORT PROVIDED BY OWNER.
8. CONTRACTOR IS RESPONSIBLE FOR GROUND MEG TESTING.
9. CONTRACTOR SHALL ASSIST IN COORDINATING AND OBTAINING PRIMARY POWER TO THE SITE PRIOR TO TOWER ERECTION. CONTRACTOR SHALL ALSO ASSIST IN COORDINATING AND OBTAINING TELCO/FIBER SERVICE PRIOR TO PROJECT COMPLETION (ON SITE VISITS WITH UTILITY COMPANY REPRESENTATIVES AS NECESSARY).
10. CONTRACTOR SHOULD BE PREPARED FOR RANDOM SAFETY INSPECTIONS AT ALL TIMES.
11. CONTRACTOR IS EXPECTED TO MAINTAIN PROPER WORKING CONDITIONS AND PROCEDURES PER OSHA STANDARDS AT ALL TIMES.
12. CONTRACTOR WILL BE REQUIRED TO OBTAIN ALL NECESSARY CONSTRUCTION AND/OR CLOSE-OUT RELATED PERMITS, INCLUDING ELECTRICAL PERMITS AND INSPECTIONS, CERTIFICATES OF OCCUPANCY, ETC. AS REQUIRED BY JURISDICTION.
13. CONTRACTOR IS EXPECTED TO CLOSE-OUT THE JOB SITE AS QUICKLY AS POSSIBLE (OBTAINING A CERTIFICATE OF OCCUPANCY AND GETTING OWNER'S SIGN-OFF ON THE SITE).
14. CONTRACTOR WILL PROVIDE A COMPLETED TOWER HEIGHT VERIFICATION FORM AND TAPE DROP WITHIN 24 HOURS OF REACHING OVERALL HEIGHT.

SEEDBED PREPARATION

1. SCARIFY COMPACTED AREAS AND REMOVE ALL LOOSE ROCK, ROOTS, AND OTHER OBSTRUCTIONS LEAVING SURFACE REASONABLY SMOOTH AND UNIFORM. FILL ANY EXISTING RILLS AND GULLIES
2. IMMEDIATELY PRIOR TO SPREADING TOPSOIL, CORRECT PH OF THE SUBSOIL WITH LIME PER RECOMMENDATION OF SOILS TEST OR AT A RATE SUITABLE TO THE SITE CONDITIONS. LOOSEN THE SUBGRADE OF THE SITE TO RECEIVE THE TOPSOIL BY DISKING OR SCARIFYING TO A DEPTH OF AT LEAST 2-INCHES TO ENSURE BONDING OF THE TOPSOIL AND SUBSOIL.
3. UNIFORMLY SPREAD TOPSOIL 3-INCHES DEEP IN AREAS AS REQUIRED
4. APPLY LIME AND/OR FERTILIZER AS NECESSARY AND TILL SOIL UNTIL A WELL-MIXED, PULVERIZED, FIRM, REASONABLY UNIFORM SEEDBED IS PREPARED. THE PREPARED SEEDBED SHOULD BE 4 TO 6 INCHES DEEP.
5. SEED A FRESHLY PREPARED SEEDBED AND COVER SEED LIGHTLY WITH SEEDING EQUIPMENT OR CULTIPACK AFTER SEEDING
6. MULCH IMMEDIATELY AFTER SEEDING AND ANCHOR MULCH
7. INSPECT ALL SEEDED AREAS AND MAKE NECESSARY REPAIRS OR RESEEDINGS WITHIN THE PLANTING SEASON, IF POSSIBLE. IF STAND SHOULD BE OVER 70% DAMAGED, REESTABLISH FOLLOWING ORIGINAL LIME, FERTILIZER AND SEEDING RATES

PREPARED FOR:
GST
GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:
DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8247

PRELIMINARY FOR REVIEW ONLY

01/27/21

MICHAEL L. LASSITER, P.E.
CALIFORNIA LICENSE NO. C63329

DRAWN BY:	CH
CHECKED BY:	BJW
APPV'D:	WRB
PROJECT NO:	19-02396

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
03/17/20	PRELIMINARY	0	BJW
06/26/20	PRELIMINARY	1	BJW
10/23/20	PRELIMINARY	2	BJW
11/02/20	PRELIMINARY	3	BJW
12/03/20	PRELIMINARY	4	BJW
01/07/21	PRELIMINARY	5	BJW
01/19/21	PRELIMINARY	6	BJW
01/26/21	PRELIMINARY	7	BJW
01/27/21	PRELIMINARY	8	BJW

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SITE NAME:
CA-2016003 PIEDMONT CORPORATE YARD

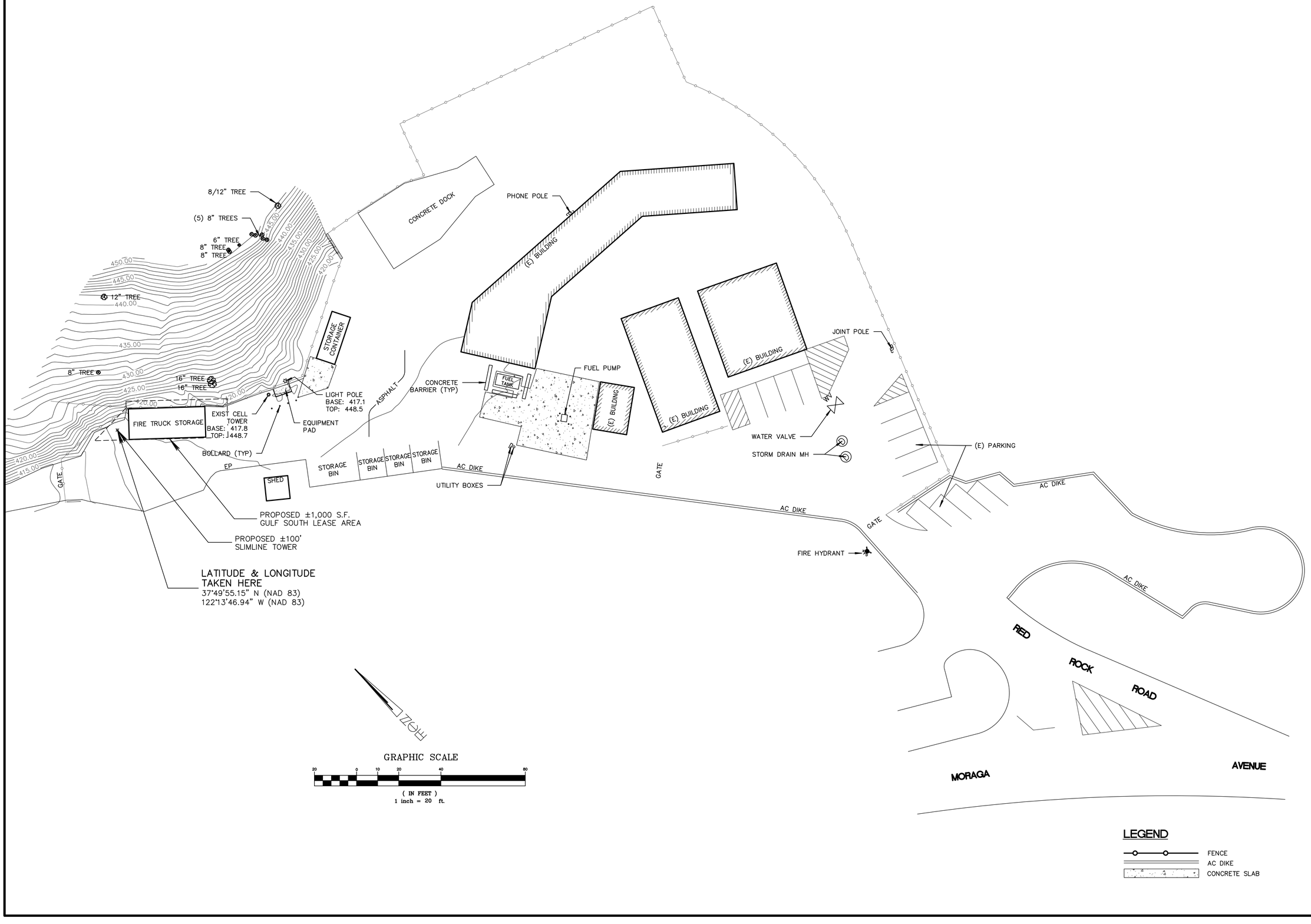
SITE ADDRESS:
898 RED ROCK ROAD
PIEDMONT, CA 94611

T-MOBILE SITE ID:
SF92372A

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-1

SITE OVERVIEW MAP



LEGEND

- FENCE
- AC DIKE
- CONCRETE SLAB

NEVADA CITY ENGINEERING, INC.
ENGINEERING • SURVEYING • PLANNING
505-B COYOTE STREET • NEVADA CITY • (530)265-6911

LICENSED LAND SURVEYOR
DANIEL E. HOAGLAND
L.S. #8621
STATE OF CALIFORNIA

REVISIONS

NO.	DATE	DESCRIPTION
1	08/08/17	ISSUED FOR REVIEW
2	01/22/18	EXPANDED TOPOGRAPHY
3	2/22/18	ADDED TOWER AND LEASE AREA

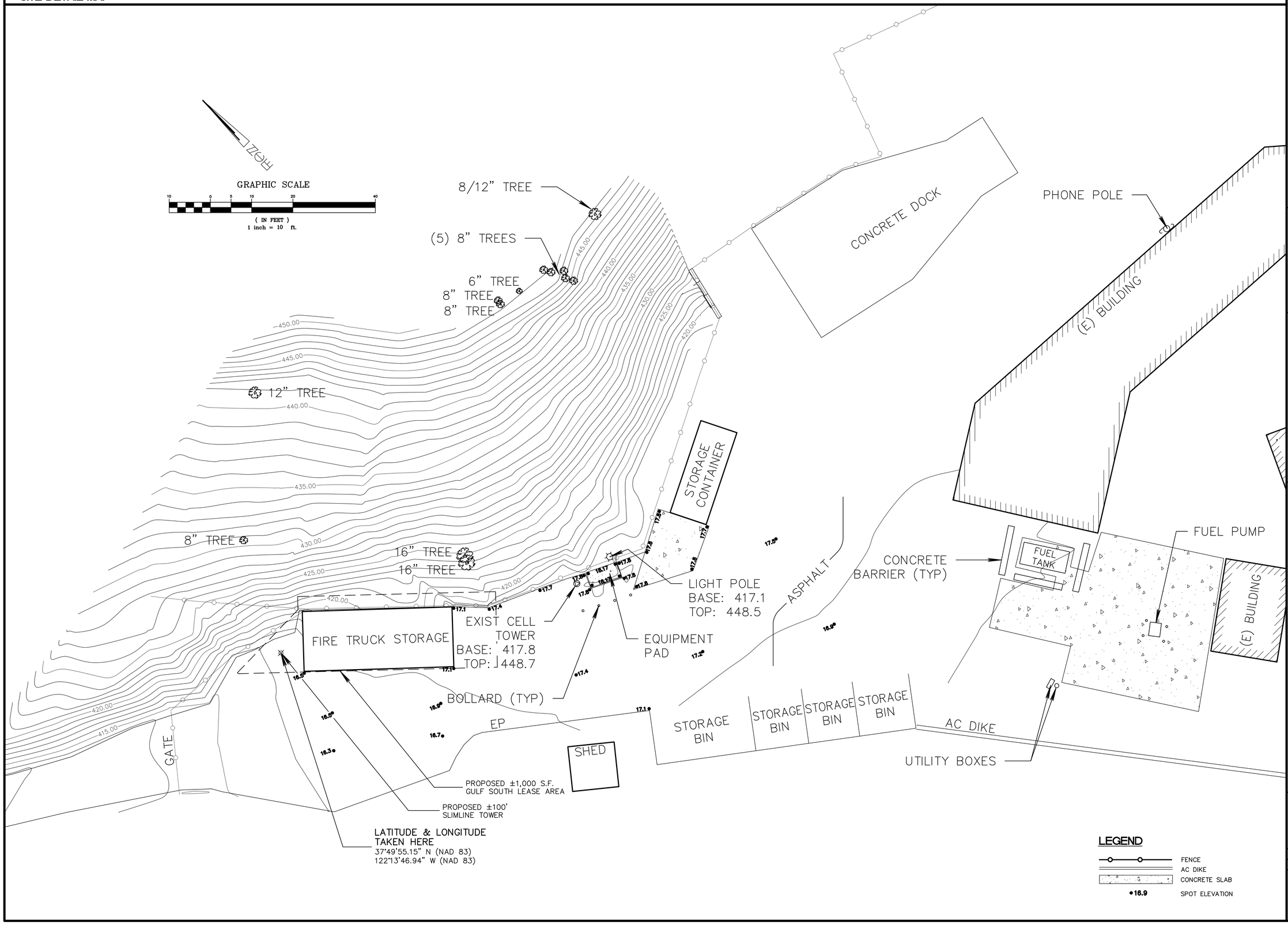
GST

SURVEY-EXISTING SITE PLAN

17132
PIEDMONT CORP YARD
NEAR 898 RED ROCK ROAD
PIEDMONT, CA 94611

DRAWN: JEB	DATE: 08/07/17
JOB NO.	17-058-PIEDMONT
SHEET NO.	C-1

SITE DETAIL MAP



NEVADA CITY ENGINEERING, INC.
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LICENSED LAND SURVEYOR
DANIEL E. HOAGLAND
L.S. #8621
STATE OF CALIFORNIA

REVISIONS

NO.	DATE	DESCRIPTION
1	08/08/17	ISSUED FOR REVIEW
2	1/22/18	EXPANDED TOPOGRAPHY
3	2/22/18	ADDED TOWER AND LEASE AREA

GST

SURVEY-EXISTING SITE PLAN DETAIL

17132
PIEDMONT CORP YARD
NEAR 898 RED ROCK ROAD
PIEDMONT, CA 94611

DRAWN: JEB	DATE: 08/07/17
JOB NO.	17-058-PIEDMONT
SHEET NO.	C-2

CITY OF PIEDMONT
120 VISTA AVENUE
PIEDMONT, CA 94611
TEL: (510) 420-3050
FAX: (510) 658-3167

RECEIVED BY _____
DEPOSIT PAID _____
DATE FILED _____
NUMBER _____
PLANNER _____
(For staff use only)

APPLICATION FOR: WIRELESS COMMUNICATION FACILITIES (WCF) NOT IN PUBLIC RIGHT-OF-WAY

Purpose: The purpose of the application is to provide a mechanism for an applicant to supply necessary information to the City of Piedmont so that it can review the proposed project for conformance with all applicable regulations and guidelines. **All WCF application forms and materials must be filed and application payment submitted at a meeting that is scheduled one day in advance with the planning department staff and occurs in City Hall.**

Piedmont Municipal Code Division 17.46 applies to applications for approval of the installation of new or modified wireless communication facilities, including applications previously received by the City but not yet approved, disapproved or conditionally approved by a final city decision, including facilities on private property and public property.

For additional information regarding application requirements and all other requirements, please review the Piedmont Municipal Code Division 17.46, *Wireless Communication Facilities*, at http://www.ci.piedmont.ca.us/citycode.shtml, and City of Piedmont Public Works Standard Details at http://www.ci.piedmont.ca.us/forms/index.shtml. For questions, contact the Planning and Building Department at (510) 420-3050. If your response to a question includes attachments, label the attachments as exhibits that reference the Part and Question numbers (e.g. for information requested in Part A, Question 5(a), label the attachment document: "Exhibit A(5)(a)").

Fees:

X	$10,500	Initial deposit (total fee will equal the reasonable cost to process)
X	$10,500	Initial deposit, if 3rd party review is required pursuant to 17.46.060 (the total fee will equal the reasonable cost to process)
_____	$910	One variance, if applicable
_____	$450	Each additional variance, if applicable
_____	$ 0	Request for Exception pursuant to Piedmont Code Section 17.46.080.D(2)
$ 21,000		**TOTAL**

Project Address: 898 Red Rock Road

Application Fees:
The reasonable cost to process the application will determine the final application fees. You will be charged for any amount not covered by the initial deposit. If the reasonable cost to process the application is less than the initial deposit, you will receive a partial refund of your deposit. Initial deposit and 3rd party review deposit include $50 Records Management Fee.

Four (4) sets of plans drawn to scale must be submitted with this application for an initial staff review for completeness.

Eight (8) additional sets of plans may be requested by city staff if this application is to be heard by the Planning Commission and/or the City Council.

Please indicate what steps you have taken to discuss this project with City staff prior to submittal, if applicable: The project has been discussed numerous times with Staff. It has undergone "Preliminary application" process. Also have obtained City Council closed session, authorizing GulfSouth to submit WCF application.

Detailed Description of Proposed Project: Please provide a detailed description, including existing and proposed equipment, intended type(s) of service, transmission and receiving/uplink signal frequencies, *radio power, effective radiated power, construction requirements (construction phasing, staging,* construction route, equipment to be used, estimated off-haul and/or fill quantities, and duration of construction), variances, and/or exceptions required: *Please attach additional pages, as needed.*

The project consists of installation of a new 95' tall telecommunications monopole and an equipment enclosure with square footage sufficient to support (4) future mobile PCS telecommunications carriers' equipment needs. The monopole tower will be designed to support (4) sets of close-mounted antennas to serve T-Mobile and up to (3) additional carriers' atennas and ancillary equipment. In addition, the project will include a new retaining wall constructed of reinforced concrete, of varying height, between the facility and the adjacent hillside. The project will also involve construction of a 10'-wide access road. The proposed tower/equipment compound will be enclosed by fencing and four locking/swinging double access gates. The project will create a formal "fire truck storage area" next to the equipment compound, and remove a series of protective bollards. An existing wood pole supporting T-Mobile equipment and associated cabinet and concrete platform will be removed.

PART A: Applicant Information:

The applicant shall submit and maintain current at all times basic contact information set forth below. The applicant shall notify City of any changes to the information submitted within fifteen (15) calendar days following any such change. Include the identity, including name, address, email, and telephone number of the owner of the proposed wireless facility, including official identification numbers and FCC certifications and, if different from the owner, the identity of the person or entity responsible for operating the proposed wireless facility:

Name of Commercial Wireless Provider (e.g. AT&T, Sprint, T-Mobile, Verizon, etc.):

Company Name: GulfSouth Towers / GST Capital Partners, LLC

Contact Person at Company: Guy Smith

Company Address: 330 Marshall Street, Suite 300

City Shreveport **State** LA **Zip** 71101

Office phone #: 251-270-9267 **Mobile Phone #:**

Fax #: **Email Address:** towers@gulfsouthtowers.com

Project Applicant (e.g. the wireless provider's agent or neutral host carrier):

Company Name: Richard Hirsch

Contact Person at Company: Same

Company Address: 5957 Keith Avenue

City Oakland **State** CA **Zip** 94618

Office phone #: 415-377-7826 **Mobile Phone #:** 415-377-7826

Fax #: 510-338-3459 **Email Address:** rickaicp@gmail.com

Agent's Prof. License #: n/a **Expiration Date:** n/a

Piedmont Business License # of Agent: **Expiration Date:**
(Please contact the City Clerk at 510-420-3040 for Piedmont Business License information.)

Property Owner Information:

Property Owner Name: City of Piedmont

Mailing Address: 120 Vista Avenue

City Piedmont **State** CA **Zip** 94611

Office phone #: 510-420-3040 **Mobile Phone #:** n/a

Fax #: **Email Address:**

Name, address, email, and telephone number of a local emergency contact person:
Rick Hirsch, 5957 Keith Avenue Oakland CA
rickaicp@gmail.com / 415-377-7826
Adam Croney, AllComm Inc., 100 Tower Road
American Canyon, CA 94503, 925-382-8755
adamc@allcommllc.com

1. Purpose of Wireless Facility:

Is the proposed wireless communications facility to be used for the provision of "personal wireless services" as defined by 47 U.S.C. Section 332(c)(7)(C)(i) on a sole or comingled basis?

☐ No. Specify the type(s) of wireless communications services to be provided using the proposed facility: _____.

☒ *Yes. Specify the type(s) of personal wireless services:* Any and all mobile PCS network services, for any carrier, any technology.

2. Type of Application:

Please check the applicable box(es) and provide the information required below as an attachment to this Application, along with a written explanation identifying the facts relied upon to support the claimed treatment.

☐ Eligible Facilities Requests. Applicant asserts that the application qualifies as an "eligible facilities request" (EFR) (as defined in 47 CFR § 1.6100(b)(3), or any successor provision). Applicant shall submit the information required in the Application Requirements Part C, Section I below. ***The applicable FCC shot clock is sixty (60) days.***

☐ Collocation – Existing Structure. Applicant asserts that the application is being submitted for approval of a Collocation facility, that is, the proposed facility meets the definition of a "collocation" (as defined by 47 C.F.R. § 1.6002). Replacements of existing structures are not "collocations". Applicant shall submit the information required in Part B and the Application Requirements Part C, Section III below. ***The applicable FCC shot clock is ninety (90) days.***

☒ New Structure. Applicant asserts that the application is being submitted for approval to deploy a new wireless facility involving placement of a new structure. Replacements of existing structures are considered new structures. Applicant shall submit the information required in Part B and the Application Requirements Part C, Section III below. ***The applicable FCC shot clock is 150 days.***

☐ Permit Renewal. Applicant asserts that the application is being submitted for a renewal of an existing wireless ~~encroachment~~ communication facilities permit or predecessor permit. If you checked this box, please submit a copy of the original permit, any prior renewals or extensions thereof, and the information required in the Application Requirements Section Part C, Section II, below.

Also check the following Exception Request box, if applicable to your application.

☐ Exception Request. Applicant asserts that its application includes an exception request. Applicant shall include a request for an exception, as set forth in Section 17.46.080.D (2) of the Piedmont City Code, and any additional information required in the Application Requirements Part C, Section IV, below. A request for exception may be submitted at a later time if it is determined that the proposed facility, as originally submitted, will not meet the requirements and restrictions of the City Code.

3. Application Fees and Deposits:

Applicant shall pay all applicable fee deposit(s) in the amounts established by the current fee schedule. In the event applicant has pre-paid all or a portion of applicable fees, please include a copy of the receipt from that transaction.

4. Franchises, Authorizations and Licenses:

To have a complete application, the applicant must have: (a) authorization to use any public land; (b) licenses to provide proposed services; and (c) authorization to use the proposed structure.

a) Does applicant have an existing franchise or other authorization to place wireless facilities on public land?

☐ No.

If no, the application will be considered incomplete.

☒ Yes.

If yes, explain source of applicant's right to use public land and submit related documentation.

b) Has applicant obtained all applicable licenses or other authorizations to provide the services proposed in connection with the application, whether required by the Federal Communications Commission, California Public Utilities Commission, or any other agency with authority over the proposed services?

☐ No.

☒ Yes.

If yes, submit related documentation such as FCC licenses or authorizations, a certificate of public convenience and necessity or a wireless identification registration (WIR) from the California Public Utilities Commission.

c) Is proposed wireless facility to be attached to a structure owned or controlled by a third party (not the owner of the proposed wireless facility)?

☐ No. n/a – This proposal is for approval of a
☐ Yes. new telecommunications tower as proposed by GulfSouth Towers. There are no mobile PCS tenants yet.

If yes, identify the owner as one of the following: ☐ The City ☐ Other: _____
(insert name)

If you selected ***Other*** in question 4(c), provide a copy of the authorization or license to use the structure.

If you selected the ***City***, select one of the following:

☐ I have a master license or lease agreement with the City for use of the facility. [If you check this box, provide the document.]

☐ I have no license or other agreement, but I am applying/have applied for one. [If you check this box, the application must be provided, along with payment or proof of payment of required fees.]

☒ By checking this box and signing below, you acknowledge and agree that the wireless communication facilities permit applied for is not a substitute for a license or other agreement to use the City facility and must be separately applied for; that any deadline for action on that application will not begin to run until the complete application is submitted; and that this wireless permit application will remain incomplete until and unless a complete application for a license or other agreement is submitted to the City.

Agreed: _____ Date: 2/1/21

5. Existing Facilities: n/a

If the project is an "upgrade" to an existing facility, please identify any of the following descriptions that apply:

a)	Replacement of antenna(s):	☐ Yes	No	number_____
b)	Addition of antenna(s):	☐ Yes	No	number_____
c)	Replacement of feed line(s):	☐ Yes	No	number_____
d)	Addition of feed line(s) and/or risers:	☐ Yes	No	number_____
e)	Replacement of ground-mounted equipment:	☐ Yes	No	number_____
f)	Addition of ground-mounted equipment:	☐ Yes	No	number_____
g)	Changes to access, parking, or landscaping:	☐ Yes	No	
h)	Increase in the height of freestanding tower:	☐ Yes	☐ No	
i)	Replacing wireless tower or foundation:	☐ Yes	☐ No	
j)	Changes to conceal or camouflage exterior:	☐ Yes	☐ No	
k)	Changes to, or new, excavation or boring:	☐ Yes	☐ No	

l) Other (describe): _____

_____

6. High Fire-Threat District:

Is the proposed wireless facility in a High Fire-Threat District (HFTD) (as demarcated on the current version of the California Public Utility Commission Fire-Threat Map)?

☒ No.
☐ Yes.

If you answered yes to this question, please answer the following:

a) Identify the structure or proposed structure on which the facility will be attached, and the owner of the structure: _____

_____

_____.

7. Height:

What is the maximum height (measured from lowest adjacent grade) of the new or replacement antenna, pole and/or equipment? 95 feet Ø inches

(Please be aware of the maximum height from grade for each zone in which the wireless communication facility is located, including existing structures or facilities to which the antennae are proposed to be mounted.)

8. California Environmental Quality Act (CEQA):

Do you believe the project is exempt from CEQA? ☒ Yes ☐ No
If **yes**, please cite the statutory or categorical exemption in Articles 18 and 19 of the CEQA Guidelines, Title 14 of the California Code Regulations, and explain how the project meets this exemption:

Article 19, Section 15303 exempts installation of small new equipment and facilities in small structures. The project will not have a negative cumulative effect on the environment, is not a hazardous waste site, will not impact a historic resource nor scenic highway.

PART B: PERSONAL WIRELESS SERVICES FACILITIES
(Respond To Relevant Section)

1. Is the proposed wireless communications facility part of a distributed antenna system ("DAS")?

☒ No.
☐ Yes. [*By signing below you acknowledge that all applications for wireless communications facilities comprising the DAS must be submitted contemporaneously.*]

Agreed:_____ Date:_____

PART C: DETAILED APPLICATION REQUIREMENTS

The information required to be included in your application is dependent upon whether it is an eligible facilities request, a renewal of an existing permit, new facility or other application type. Please reference the appropriate section below for your application type for a detailed list of its requirements. A detailed description of the submittal requirements is provided in the Appendix.

I. **ELIGIBLE FACILITIES REQUESTS:** ***For an application asserted to be an eligible facilities request***, the application must provide the following information:

1. **Cover Sheet**
2. **Location and Zoning Information**
3. **Description of the Proposed Project**
4. **Prior Approvals / Permits and Plans**
5. **Existing Site Plan and Proposed Site Plan**
6. **Elevation Drawings (preferred scale ¼" = 1')**
7. **Site Photograph(s)**
8. **Visual Impact and Sightline Analysis**
9. **Noise Study**
10. **FCC Radio Frequency Standards Report**
11. **Structural Analysis Report**
12. **Existing and Proposed Equipment Schedule (Microsoft Excel spreadsheet)**
13. **CPUC Determination of CEQA status, if applicable**

II. **RENEWAL REQUESTS:** ***For a renewal of an existing permit***, the application must provide the following information:

1. **Cover Sheet**
2. **Location and Zoning Information**
3. **Description of the Project for Renewal**
4. **Prior Approvals/Permits and Plans**
5. **Site Plan**
6. **Elevation Drawings (preferred scale ¼" = 1')**
7. **Facility Plan and Photograph(s)**
8. **Noise Study**
9. **FCC Radio Frequency Standards Report**
10. **Structural Analysis Report**
11. **Notice and Affidavit**
12. **Equipment Schedule (Microsoft Excel spreadsheet)**
13. **CPUC Determination of CEQA status, if applicable**

III. **ALL OTHER APPLICATIONS:** ***For all other types of applications***, the following must be provided:

1. **Location and Zoning Information**
2. **Description of the Proposed Project**
3. **Prior Approvals/Permits and Plans**
4. **Existing Site Plan and Proposed Site Plan**
5. **Elevation Drawings (preferred scale ¼" = 1')**
6. **Landscape Plan**
7. **Site Photograph(s)**
8. **Visual Impact and Sightline Analysis**
9. **Noise Study**
10. **FCC Radio Frequency Standards Report**
11. **Notice and Affidavit**
12. **Justification for Location/Collocation**
13. **Existing and Proposed Equipment Schedule (Microsoft Excel spreadsheet)**
14. **Physical Mock-up(s)**
15. **CPUC Determination of CEQA status, if applicable**

IV. EXCEPTION REQUEST [if applicable]

Pursuant to Section 17.46.080.D (2) of the Piedmont City Code, an applicant may apply for an exception to the standards for wireless communication facilities. If the applicant contends that the City is required by federal or state law to approve the facility, the applicant must submit the information it relies upon to support that claim, identifying: (i) the legal standard(s) it claims applies; and (ii) the showings it relies upon for its claim(s). Applicants are cautioned that, if the City believes that applicant misapplies or relies on the wrong legal standard, the exception (and consequently the application) may be denied.

PART D: CERTIFICATION (ALL APPLICANTS)

My signature below signifies that I:

- *have read and provided all applicable information per this Supplemental Application for Wireless Communications Facilities, including the information listed in PART C: DETAILED APPLICATION REQUIREMENTS and the Appendix).*
- have reviewed the legal description on the property deed and indicated all recorded easements and deed restrictions on the submitted site plan (*Please provide a description here of the easements and restrictions that were indicated on the property deed of the subject property*) _____
- believe the information provided in this application is accurate to the best of my knowledge.
- am aware that my initial deposits of $10,500 (exclusive of variance fees) may not cover the reasonable cost to process this application and that additional deposits may be required. I agree to provide additional deposits if they are required. I am aware that the City will deduct the reasonable costs to cover the processing of this application from the deposit(s), and that any unused money remaining after action has been taken on the project, will be returned to me.
- am aware that City staff, Planning Commissioners, and/or City Council Members will be on the property to view proposed construction. (Please note any special instructions regarding access to the property such as gates, alarms, etc.) _____
- understand that if this application is approved, a building permit and/or excavation permit (issued within one year from the approval date) is required for construction and that no construction may commence prior to the issuance of the building permit and/or excavation permit. No changes may be made without City approval, and changes may require a new application.

SIGNATURE OF PROPERTY OWNER / LEASE HOLDER:

Print Name Signature Date

SIGNATURE OF WIRELESS SERVICE PROVIDER'S AUTHORIZED REPRESENTATIVE:

Richard Hirsch 2/1/21

Print Name Signature

AGENT AUTHORIZATION: This authorization must be signed by the wireless service provider if the applicant is not the wireless service provider. This authorization also permits City staff to contact the Wireless Service Provider its agent, if necessary.

I authorize Richard Hirsch to act as my agent in the processing of all matters pertaining to this application.

SIGNATURE OF PROPERTY OWNER / LEASE HOLDER:_____ date _____

PART E. Applicant's Wireless Communications Facilities Findings: see attached exhibit.

The following information is required from all applicants.

Please describe how the proposed project meets the following summarized Wireless Communications Facilities Development Standards outlined in Section 17.46.070 of the City's Municipal Code. *Attach additional pages as necessary*. If an exception is requested pursuant to Section 17.46.080.D (2), please note the exception request in the application form below.

a) **New wireless communications facilities must be collocated with existing facilities and with other planned new facilities whenever feasible.** Please note that §17.46.070.A.1 states "A new wireless tower must be designed and constructed to accommodate future collocation(s) unless … collocation would be infeasible because of physical or design issues specific to the site." (*Indicate whether the proposed facility will be collocated with another facility. If it will not, comment on the feasibility of collocation and indicate what measures have been taken to attempt to collocate the facility with another facility. Additionally, indicate the aesthetic benefits and drawbacks of the proposed facility.*):

_____

_____

_____

_____

b) **No wireless communication facility may exceed 35 feet in height, measured from the ground to the highest point of the wireless communication facility, unless the zoning district in which the wireless communication facility is located expressly provides a higher height limit, or an exception pursuant to Section 17.46.080.D(2) is requested and granted. Ground mounted wireless communication equipment, base station, antenna, pole, or tower must be the minimum functional height, unless a variance or exception is granted. Roof mounted equipment and antennas must be located to minimize visibility.** (*Indicate the height of any ground mounted equipment, antennas, poles or towers and explain why the proposed heights are required.*):

_____

_____

_____

_____

c) **Wireless communication facility(ies) must be designed to minimize visual impacts. When feasible, the facility(ies) must be concealed or camouflaged. The facility(ies) must have a non-reflective finish and be painted or otherwise treated to minimize visibility and the obstruction of views. The facility(ies) may not bear signs, other than certification, warning, emergency contacts, or other signage required by law or expressly required by the City.** (*Describe the materials and finishes of the equipment, antennas, poles, and towers and indicate how these materials and finishes will be non-reflective and will minimize any visual impacts.*):

_____

_____

_____

_____

d) **A wireless communication receiving and transmission facility may not adversely affect the public health, peace and safety.** (*Indicate any measures proposed to address the public health, peace and safety.*): _____

_____

_____

_____

e) **A wireless communication facility located in the public right-of-way may not cause: (i) physical or visual obstruction, or safety hazard, to pedestrians, cyclists, or motorists; or (ii) inconvenience to the public's use of the right-of-way. Equipment, walls, and landscaping located above grade must be at least 18 inches from the front of the curb and not interfere with the public's use of the right-of-way** (*Indicate conformance to Public Works Standard Details. including standard sidewalk width requirements and ADA requirements*). _____

_____

_____

_____

_____

f) **Indicate whether the facility will comply with all applicable federal, state, and local laws.** _____

_____

_____

_____

_____

PART F: Applicant's Wireless Communications Facilities Priority for Location Findings: See attached exhibit

The following information is required from all projects located in Zones A, B, C, D and E, projects in or on publicly-owned facilities, and projects in the public right-of-way.

Please describe how the proposed project meets the following summarized Wireless Communications Facilities Development Standards outlined in Section 17.46.040 of the City's Municipal Code. If an exception is requested pursuant to Section 17.46.080.D (2), please note the exception request in the application form below.

a) The facility is necessary to close a significant gap in the operator's service coverage or capacity. *Please comment:*

_____

_____

_____

_____

_____

b) The proposal satisfies each of the applicable development standards in section 17.46.070 above. *Please comment:*

_____

_____

_____

_____

_____

c) The applicant has evaluated and met the priority for location standards of section 17.46.040(A)(1), because the facility will be located in the public right-of-way, on publicly owned property in Zone B, or on publicly-owned facilities in any other zone outside of the public right-of-way. *Please comment:*

_____

_____

_____

_____

_____

d) The proposed design is consistent with City of Piedmont Design Guidelines, including General Plan policies regarding wireless communication facilities and the Public Works Standard Details for the public right-of-way. *Please comment:*

_____

_____

_____

_____

_____

_____

e) The proposed facility has been located and designed for collocation to the greatest extent reasonably feasible, and the applicant has submitted a statement of its willingness or not to allow other wireless service providers to collocate on the proposed facility. *Please comment:*

_____

_____

_____

_____

_____

_____

_____

The development standards in 17.46.070 shall be fully considered. *Please make sure you have completed the Findings in Part E of this application form.*

PART G: Applicant's Variance Findings: No Variance is requested.

The following information is required from all projects that require a variance, if applicable.

In order for the Planning Commission to approve an application for a variance, required findings must be made. Please describe how the proposed project meets the variance criteria of Section 17.70 of the City's Municipal Code.

a) **The property and existing improvements present unusual physical circumstances of the property (including but not limited to size, shape, topography, location and surroundings), so that strictly applying the terms of this chapter would keep the property from being used in the same manner as other conforming properties in the zone;** *Describe specific, unique problems with the property, such as location, surroundings, mature trees, natural obstacles or formations, and explain why the improvements cannot be made in conformity with codes and regulations:*

_____

_____

_____

_____

b) **The project is compatible with the immediately surrounding neighborhood and the public welfare; and** *Explain why, without the variance, the property cannot be used in the same manner as others in the same zone, and explain how the variance will not give the property an advantage over others in the same zone:*

_____

_____

_____

_____

c) **Accomplishing the improvement without a variance would cause unreasonable hardship in planning, design, or construction.** *Unreasonable hardship" for purposes of this subsection refers to the unusual physical characteristics of the underlying lot and existing improvements on the lot which prohibit development of the lot in a manner consistent with lots conforming to City standards. "Unreasonable hardship" shall not refer to any conditions personal to the applicant. Please describe the hardship(s) inherit to this property:*

_____

_____

_____

_____

City of Piedmont WCF application package for GulfSouth Towers (GST) Corporation Yard, Monopole Tower Project, 898 Red Rock Road

Responses to WCF Application Parts E, F: Findings

Finding E.a) The proposed telecommunications monopole tower is designed and planned to provide for collocation for up to (4) mobile telecommunications cellular carriers, which represents all four major West Coast providers. At 95 feet in height, the tower offers enough vertical mounting window to provide for all four carriers antennas. The accompanying BTS equipment compound, at 76 feet in width by 20 feet in depth, will provide for four separate equipment spaces. The size of the facility is intended to serve as the main collocated telecommunications hub for the northern third of the City of Piedmont. Considering the design and scale of the project, GulfSouth feels that the project absolutely complies with the intent and spirit of this Finding.

Finding E.b) The proposed project would be located at the City Corporation Yard, which is located in "Zone B". Per City of Piedmont Municipal Code, Section 17.22.040, non-residential structures, and specifically, telecommunications facilities, are permitted without height restriction.

Finding E.c) The selected location ensures minimal visual and aesthetic impact to neighboring roadways, adjacent and surrounding neighborhoods, and to the greater City of Piedmont. The tower's profile will be visually buffered by the existing dense vegetation to its south, the steep, unpopulated hillsides of Moraga Canyon to the north and east, and adjacent Mountain View Cemetery to the west. In addition, the project site is significant set back from Moraga Avenue, which lies approximately 250 linear feet to the south. Further, the site's location at the geographic center of the 228-acre City Corporation Yard property, historically used as a rock quarry, provides additional layers of distance to buffer potential visual impacts. There may be minimal impacts to Bay viewsheds of a few homes located directly to the east of the site, however, the attached Visual Impact/Sight Line Analysis exhibit indicates that this impact is low. In accordance with the City's policies, the tower is to be painted a neutral non-reflective flat gray color to help camouflage its profile, the facility will not bear any corporate logos or signage, and the associated equipment compound's profile is as low as possible, given the planned cabinets and need to provide protective fencing.

Finding E.d) The proposed project will not adversely affect the public health, peace and/or safety of the residents of the City of Piedmont. GulfSouth Towers has prepared comprehensive EMF and Noise Impact reports, which assess the maximum cumulative scenario of four cellular carriers' equipment running at full power simultaneously. Under these conditions, the attached EMF report, prepared by a licensed qualified professional engineering firm, confirms that the site will not exceed the Federal Communication Commission's standards for occupational or public exposure to electromagnetic frequency energy. Further, under those same cumulative conditions, the attached Noise report, also prepared by a licensed qualified professional engineering firm, confirms that the site will not exceed City of Piedmont Noise Standards of 50 decibels at the property lines. No aspect of the project is expected to have a negative impact or adversely affect public health, peace or safety.

Finding E.e) See response in Finding E.d above. In addition, the proposed facility is not located within the public right-of-way and is, in fact, set back from the public right-of-way a distance of approximatley 250 linear feet, being set in the center of the 228-acre Piedmont Corporation Yard property.

Finding E.f) The proposed facility will comply with all Federal, State and local City of Piedmont laws.

Finding F.a) There exists currently, a significant cellular telecommunications coverage and capacity gap in the northern portion of the City of Piedmont. As depicted in the attached existing/resulting RF coverage plot maps in general, it should be noted that construction and operation of the proposed project will result in signficantly improved coverage and capacity to uphill areas of Piedmont to the east of the site, downhill areas of Piedmont to the west, southwest and south. Little improvement is expected directly to the north, as there is a sharp topographical rise in elevation from the site toward the north, where there are 200-300 ft steep cliffs of the north wall of Moraga Canyon and the historic rock quarry. T-Mobile's more specific coverage and capacity gaps are expected to be addressed by this project, incuding significantly better coverage and capacity to areas located downhill to the west, and also some improvement to areas uphill toward the east. Future additional carriers' network reliability are expected to be greatly improved by this project as well.

Finding F.b) The proposed project will comply with City of Piedmont Planning & Land Use Code, Section 17.46.070A, Development Standards as follows:

1. Collocation: Please see response to Finding E.a) above.
2. Height limits/screening: Please see responses to Findings E.b) and E.c) above.
3. Visual impact: Please see response to Finding E.c) above.
4. Public health, peace & safety: Please see response to Finding E.d) above.
5. Public right-of-way: Please see response to Finding E.e) above.
6. Compliance with Laws: Please see response to Finding E.f) above.

The proposed project will comply with City of Piedmont Planning & Land Use Code, Section 17.46.070B, Section 17.46.070B, Operation & Maintenance Standards as follows:

1. Contact and Site Info: Owner and operator information will be clearly visible on site identification signs that will be affixed to the fencing around the equipment compound. Should any changes of ownership occur, GST will notify the City immediately and will direct the new owner or operator/carrier to update the information signs.
2. Signage: GST, T-Mobile and all subsequent operators/carriers will comply with the City's standards regarding signage and will provide clearly visible identifying signage on-site.
3. FCC compliance: GST, T-Mobile and all subsequent operator/carriers will comply with all FCC regulations regarding EMF emissions and will not cause interference with any City functions or communication.
4. Facility Maintenance: GST, T-Mobile and all subsequent operators/carriers to collocate on the site will maintain the facility in good repair and condition.
5. Noise: Please see response to Finding E.d) above. GST, T-Mobile and all subsequent operators/carriers to occupy the site will, cumulatively, not exceed the City's Noise standard of a maximum of 50dBA at the Corporation Yard property boundaries.
6. Removal: GST, and each telecommunications carrier to occupy the facility individually, will comply with the City's restoration/removal requirements upon discontinuation of use and will notify the City in a timely manner of any discontinuation of use or change in use.

PIEDMONT CORP YARD MONOPOLE THEORETICAL EQUIPMENT SCHEDULE

Equipment Manufacturer	Model Name/Number	Type of equipment	Location	TMO Quantity	assumed cumulative quantity	cumulative antenna count	cumulative radio count	cumulative cabinet count	cumulative temporary generator count
Ericsson	AIR6449 B41 (Massive MIMO)	integrated antenna/ radio	on tower	2	**8**				
RFS	APX16DWV-16DWV-S-E-A20 (Quad)	Antenna	on tower	2	**8**				
RFS	APXVAARR24_43-U-NA20 (Octo)	Antenna	on tower	2	**8**	**24**			
Ericsson	4415 B66A	Radio	on tower	3	**12**				
Ericsson	4449 B12+B71	Radio	on tower	3	**12**				
Ericsson	4424 B25	Radio	on tower	3	**12**		**36**		
Ericsson	RBS 6160	Cabinet	Ground space	2	**8**			**8**	
Generac	Model SD030	back up generator	Ground space	1	**4**				**4**

Cumulative equipment counts are theoretical.

Eventual installation of up to (4) total mobile carriers may result in true equipment counts as stated in the comprehensive inventory


PIEDMONT
viewing project site from the east

existing T-Mobile site and related equipment to be removed.


T··Mobile·
T··Mobile·
54458N1
viewing access driveway
from west to east.



Viewing northward toward project site.



Viewing access driveway from west to east with project site on the left.



Close up view of existing T-Mobile facility to be removed.



Viewing northwesterly toward existing T-Mobile pole and related equipment cabinet to be removed.

Existing



Proposed



view from Moraga Avenue looking northwest at site

Piedmont Corporate Yard
898 Red Rock Road, Piedmont, CA
Photosims Produced on 6-4-2018

AdvanceSim
Photo Simulation Solutions
Contact (925) 202-8507

Existing



Proposed



view from Moraga Avenue looking east at site

Piedmont Corporate Yard
898 Red Rock Road, Piedmont, CA
Photosims Produced on 6-4-2018

AdvanceSim
Photo Simulation Solutions
Contact (925) 202-8507

Existing



Proposed



view from lot adjacent to Red Rock Road looking northwest at site

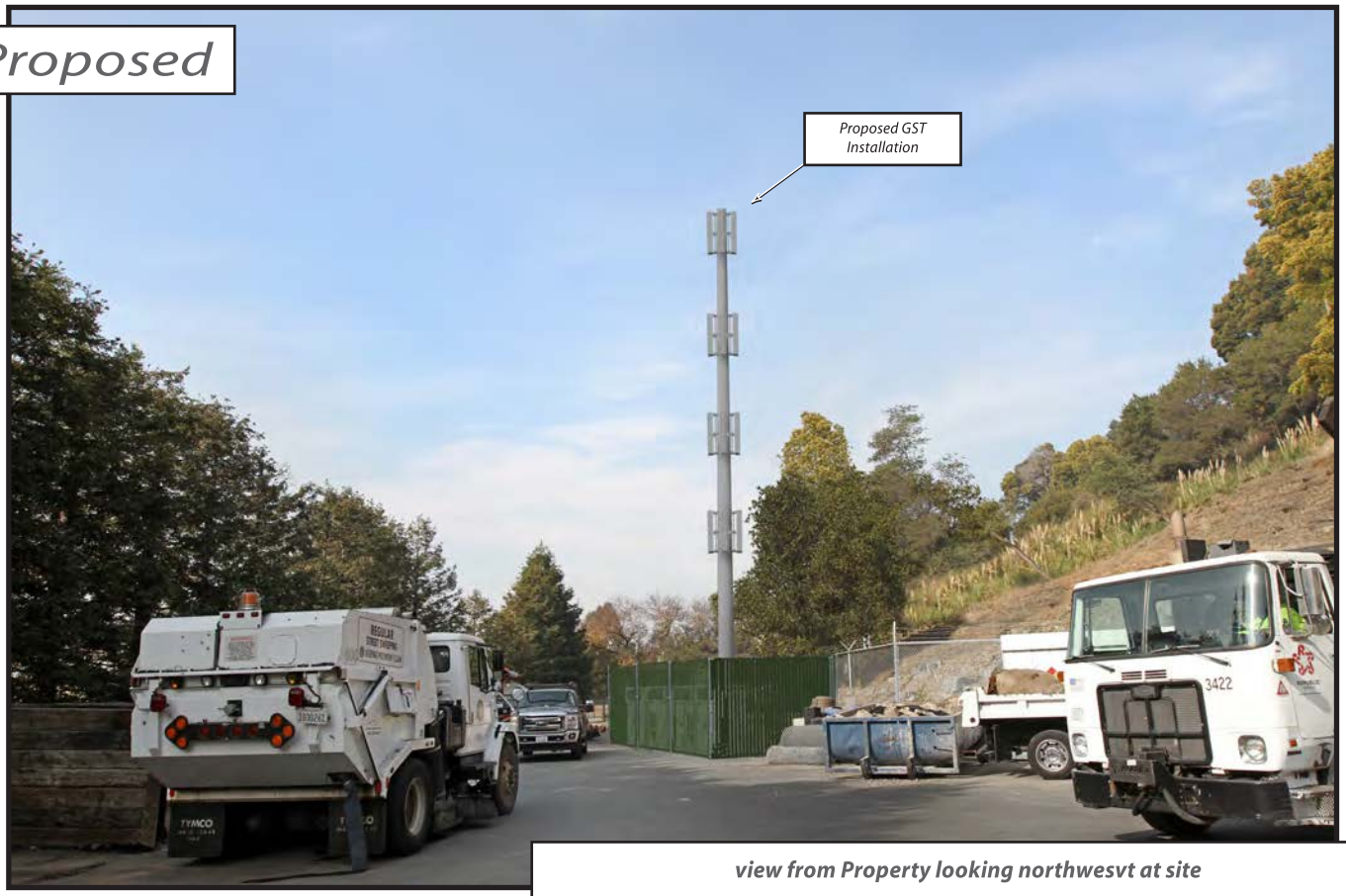
Piedmont Corporate Yard
898 Red Rock Road, Piedmont, CA
Photosims Produced on 11-16-2018

AdvanceSim
Photo Simulation Solutions
Contact (925) 202-8507

Existing



Proposed



AdvanceSim
Photo Simulation Solutions
Contact (925) 202-8507

view from Property looking northwesvt at site

GST

Piedmont Corporate Yard
898 Red Rock Road, Piedmont, CA
Photosims Produced on 1-22-2021

Proposed Wireless Telecom Facility (Site No. CA2016003 "Piedmont Corporate Yard")
Gulfsouth Towers, LLC • 898 Red Rock Road • Piedmont, California

Statement of Hammett & Edison, Inc., Consulting Engineers

The firm of Hammett & Edison, Inc., Consulting Engineers, has been retained on behalf of Gulfsouth Towers, LLC, a wireless telecommunications facilities provider, to evaluate the multi-carrier facility (Site No. CA2016003 "Piedmont Corporate Yard") proposed to be located at 898 Red Rock Road in Piedmont, California, for compliance with appropriate guidelines limiting sound levels from the installation.

Executive Summary

Gulfsouth Towers proposes to install a new wireless telecommunications base station, consisting of equipment cabinets at ground and antennas on a tall pole to be sited at 898 Red Rock Road in Piedmont. Noise levels from the proposed operation will be below the applicable municipal limits.

Prevailing Standard

The City of Piedmont limits mechanically generated noise in §5.4.20 of its Building Code to 50 dBA at the property boundary.

Figure 1 attached describes the calculation methodology used to determine applicable noise levels for evaluation against the prevailing standard.

General Facility Requirements

Wireless telecommunications facilities ("cell sites") typically consist of two distinct parts: the electronic base transceiver stations ("BTS" or "cabinets") that are connected to traditional wired telephone lines, and the antennas that send wireless signals created by the BTS out to be received by individual subscriber units. The BTS are often located outdoors at ground level and are connected to the antennas by coaxial cables. The BTS typically require environmental units to cool the electronics inside. Such cooling is often integrated into the BTS, although external air conditioning may be installed, especially when the BTS are housed within a larger enclosure.

Most cell sites have back-up battery power available, to run the base station for some number of hours in the event of a power outage. Many sites have back-up power generators installed, to run the station during an extended power outage.*

* Back-up power generators are typically exercised for a 15-minute period once a week during daytime hours on a non-holiday weekday.

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Proposed Wireless Telecom Facility (Site No. CA2016003 "Piedmont Corporate Yard")
Gulfsouth Towers, LLC • 898 Red Rock Road • Piedmont, California

Site & Facility Description

Based upon information provided by Gulfsouth Towers, including zoning drawings by Delta Oaks Group, dated January 7, 2021, it is proposed to install equipment for use by four wireless telecommunications carriers within four adjoining fenced enclosures sited together about 50 feet northeast of Coaches Field at 898 Red Rock Road in Piedmont.

Within its enclosure, T-Mobile proposes to install three equipment cabinets with active cooling fans – one Ericsson 6160 radio cabinet, one Ericsson B160 battery cabinet,† and one unspecified future cabinet† – and a Generac SD030 diesel back-up power generator. T-Mobile also proposes to install three Ericsson radios on the pole – one each Model 4415, 4424, and 4449. The Model 4424 and 4449 radios are passive, generating no noise.

For the purpose of this study, it is assumed that each of the other carriers will install equipment similar to T-Mobile's. When specific information becomes available on the actual equipment to be installed, cumulative noise levels should be reevaluated. The nearest property line is located about 240 feet south of the proposed enclosures.

Study Results

The manufacturers report the following maximum noise levels from their equipment:

Equipment	Maximum Noise Level	Reference Distance
Ericsson 6160	68 dBA	1 meter
Ericsson 4415	53 dBA	1.5 meters
Generac SD030	63 dBA	23 feet

The maximum calculated noise level at the nearest property line, for the simultaneous operation of all cabinets and radio units for all four carriers, is 41.6 dBA, meeting the City's 50 dBA limit. Together with the hypothetical simultaneous operation of all four generators, the calculated cumulative noise level there during testing or a power outage would be 49.5 dBA, still meeting the City's limit.

Conclusion

Based on the information and analysis above, it is the undersigned's professional opinion that the operation of the four-carrier facility proposed by Gulfsouth Towers, LLC, to be located at 898 Red Rock Road in Piedmont, California, can comply with the City's requirements for limiting acoustic noise emission levels.

† Assumed to have the same noise levels as the Ericsson 6160 for the purpose of this study.

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Proposed Wireless Telecom Facility (Site No. CA2016003 "Piedmont Corporate Yard")
Gulfsouth Towers, LLC • 898 Red Rock Road • Piedmont, California

Authorship

The undersigned author of this statement is a qualified Professional Engineer, holding California Registration Nos. E-13026 and M-20676, which expire on June 30, 2021. This work has been carried out under his direction, and all statements are true and correct of his own knowledge except, where noted, when data has been supplied by others, which data he believes to be correct.



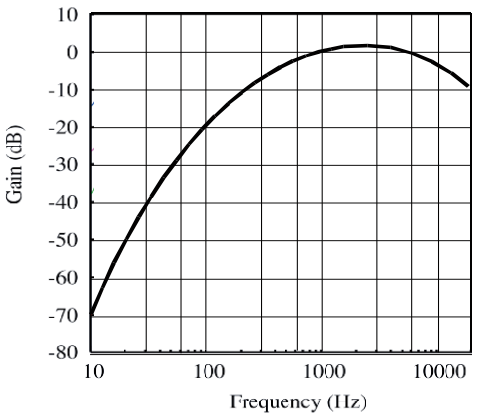
William F. Hammett, P.E.
707/996-5200

January 29, 2021

©2021

Noise Level Calculation Methodology

Most municipalities and other agencies specify noise limits in units of dBA, which is intended to mimic the reduced receptivity of the human ear to Sound Pressure ("L_P") at particularly low or high frequencies. This frequency-sensitive filter shape, shown in the graph to the right as defined in the International Electrotechnical Commission Standard No. 179, the American National Standards Institute Standard No. 5.1, and various other standards, is also incorporated into most calibrated field test equipment for measuring noise levels.



30 dBA	library
40 dBA	rural background
50 dBA	office space
60 dBA	conversation
70 dBA	car radio
80 dBA	traffic corner
90 dBA	lawnmower

The dBA units of measure are referenced to a pressure of 20 µPa (micropascals), which is the threshold of normal hearing. Although noise levels vary greatly by location and noise source, representative levels are shown in the box to the left.

Manufacturers of many types of equipment, such as air conditioners, generators, and telecommunications devices, often test their products in various configurations to determine the acoustical emissions at certain distances. This data, normally expressed in dBA at a known reference distance, can be used to determine the corresponding sound pressure level at any particular distance, such as at a nearby building or property line. The sound pressure drops as the square of the increase in distance, according to the formula:

$$L_P = L_K + 20 \log(D_K/D_P),$$

where L_P is the sound pressure level at distance D_p and L_K is the known sound pressure level at distance D_K.

Individual sound pressure levels at a particular point from several different noise sources cannot be combined directly in units of dBA. Rather, the units need to be converted to scalar sound intensity units in order to be added together, then converted back to decibel units, according to the formula:

where L_T is the total sound pressure level and L_1, L_2, etc are individual sound pressure levels.

$$L_T = 10 \log \left(10^{L_1/10} + 10^{L_2/10} + \ldots\right),$$

Certain equipment installations may include the placement of barriers and/or absorptive materials to reduce transmission of noise beyond the site. Noise Reduction Coefficients ("NRC") are published for many different materials, expressed as unitless power factors, with 0 being perfect reflection and 1 being perfect absorption. Unpainted concrete block, for instance, can have an NRC as high as 0.35. However, a barrier's effectiveness depends on its specific configuration, as well as the materials used and their surface treatment.

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PREDICT, DETECT, PROTECT

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(480) 814-1393
www.grfs.net

Evaluation of Human Exposure to Radio Frequency Emissions



Analysis of Gulf South Towers
Piedmont Corporate Yard
Proposed Installation
Piedmont, CA

LIMITED WARRANTY

Global RF Solutions warrants that this analysis was performed using substantially the methods that are referenced and described in this report. Global RF Solutions disclaims all other warranties either expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

In no event will Global RF Solutions be liable to you or by any other person for damages, including any loss of profits, lost savings, or other special, exemplary, punitive, incidental or consequential damages arising out of your use or inability to use the analysis whether such claim is based on breach of warranty, contract, tort or other legal theory and regardless of the causes of such loss or damages. In no event shall Global RF Solutions entire liability to you under this Agreement exceed an amount equal to the price paid to for the analysis.

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1. INTRODUCTION

An analysis and evaluation of this proposed monopole site has been performed on January 27th, 2021 in accordance with FCC Rules for human exposure to radio frequency emissions.

In 1997, the Telecommunications Act of 1996 was implemented. One of the purposes of this law was to set Federal standards for FCC Licensed transmitters to comply with the National Environmental Policy Act (NEPA) of 1969. This was accomplished by combining National Council on Radiation Protection (NCRP) limits and Institute of Electrical and Electronics Engineers (IEEE) limits adopted by the American National Standards Institute (ANSI), into the current two tier limits also known as the Maximum Permissible Exposure (MPE) limits. These standards (limits) are found in Title 47 CFR 1.1307 and 47 CFR 1.1310 (referenced in Appendix A) and are enforced by the FCC. This two tier standard has been developed to establish the limits of human exposure to radio frequency (RF) emissions so that no adverse biological effects from these RF emissions will occur in either Occupational personnel or the General Public. The Occupational/Controlled Standard (higher limit) has been set to a limit that is 10 times below (1/10th) the threshold that the human body experiences any adverse biological effects from these RF Emissions. The FCC General Population/Uncontrolled limit is the lower limit (also referred to as FCC Public Limit) that is five times lower than the FCC Occupational limit, which adds a significant safety factor for the General Public for any possible adverse effects from RF emissions. For persons to be allowed to enter areas that exceed the FCC Public limit (restricted areas) and the FCC Occupational limits (5 times stronger than the Public limit) a level of awareness (awareness is accomplished typically through training) is required for those persons to enable them to control their exposure level. Locations that have RF emission levels above the FCC Public limit should have a written RF Safety program in place at the site that contains information to provide the means for personnel to achieve awareness.

Methods for preparing this analysis are based on guidelines contained in the FCC OET 65 document "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields". This document is available for download and review at www.FCC.gov .

The FCC has proposed changes to RF Compliance regulations in FCC 19-126 and is scheduled to become law at some time in 2021. These changes include requirements for RF Safety plans for sites that may exceed the FCC Public limits. Based on these changes, this site was analyzed from a public (Unrestricted/Uncontrolled) perspective as well as a worker (Restricted/Controlled) perspective in two separate areas or zones.
There are two areas (zones) that were evaluated for this analysis. The first zone (Unrestricted/Zone 1) is the unrestricted areas that are readily accessible to anyone at ground level adjacent to the site (considered the general public). The second zone (Restricted/Zone 2) is the elevated area near the antenna structure(s). These elevated areas are only accessible to personnel that utilize vertical lift equipment (i.e. bucket trucks) or climb the tower to perform maintenance activities on the monopole. This second zone could qualify as a restricted (controlled) area for RF Safety purposes only if sufficient information is provided to all personnel accessing these areas that will enable them to control their exposure (awareness/training).

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2. SCOPE

The FCC Public limits apply to Unrestricted/Uncontrolled areas at ground level (Unrestricted/Zone 1) and surrounding buildings. The Restricted/Controlled areas near the antenna arrays are the areas that workers may access elevated areas (Restricted/Zone 2) near the antenna arrays. These workers will require sufficient information to allow them to control their RF exposure (awareness/training).

An analysis and evaluation of this proposed wireless communications facility has been performed with theoretical predictions in accordance with FCC Rules for human exposure to radio frequency emissions.

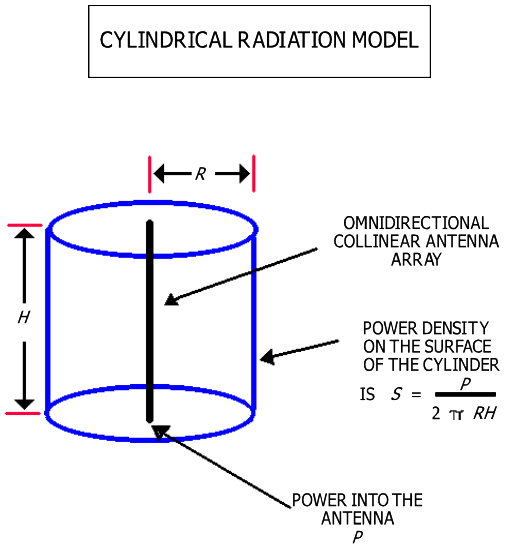
Theoretical Analysis:

The software tool utilized for theoretical analysis is RoofView®, a product of Richard Tell Associates, Inc. RoofView® is recognized as a commercially available software program for determining human radiofrequency exposure limits as noted in FCC OET 65.

All proposed transmitting antennas that have a possibility of having a *significant contribution*[1] to the radiofrequency environment at this location have been included in this analysis. It will be assumed that all of the transmitting antennas will be operating at 100% capacity and 100% duty cycle to simulate a most intensive scenario for safety reasons. This analysis tool is very conservative in nature and in almost all instances will predict exposure levels greater than the actual measured values.

The primary calculation engine utilized by RoofView® is the cylindrical model. This model was used to compute the average power density on the surface of an imaginary cylinder, with a height equal to the antenna's aperture, and a radius equal to the distance of interest.

Figure 2b Cylindrical model utilized within RoofView®



[1]Significant Contribution to the environment is any RF emitter that contributes >1% of the FCC Public limit to the area of interest being analyzed.

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3. SUMMARY AND CONCLUSION

Summary:

This analysis was accomplished for the proposed monopole site in all readily accessible locations. The determination of compliance was made using theoretical analysis results at ground level and nearby rooftops (Zone 1). The restricted areas (Zone 2) above ground level were also analyzed utilizing RoofView®.

The two FCC standards are FCC Occupational/Controlled limit (for workers made "fully aware" of their exposure i.e. trained) and the FCC Public/Uncontrolled limit (untrained workers are also in this category) which has an additional safety factor of five times less RF power density than the FCC Occupational limit (see Appendix A for FCC limit details). The FCC Public limit is the applicable standard to apply to the entire Zone 1 area (including rooftops).

Persons that are exposed to RF energy in the FCC Public category can receive RF energy exposure up to or less than 100% of the FCC Public limit indefinitely without exceeding the FCC Public limit.

Conclusion:

Zone 1 (unrestricted areas)

This entire area is considered "unrestricted" access by the general public at ground level surrounding the antenna monopole.

The most intensive scenario predicted exposure level based on theoretical analysis performed by RoofView® will be 15.3% of the FCC Public limit (see figure 5b green area). This site will be compliant with FCC Public limit rules for human exposure at all readily accessible locations at ground level near this existing site. The rooftop areas in the vicinity of the proposed monopole have also been analyzed. The Firetruck Storage rooftop is predicted to be 1.2% of the FCC Public Limit and the Corporate Yard Offices rooftop should not exceed 0.0307% of the FCC Public Limit.

Zone 2 (restricted areas)

This area is considered "restricted" access and only persons fulfilling a maintenance function that have access to vertical lift equipment (i.e. bucket trucks) or will have access to climb the monopole. Persons working above ground level may encounter RF exposure limits much greater than 100% of the FCC Occupational limit (see figure 5d).

The theoretical calculated MPE limit maximum is 2,044.9% of the FCC Occupational limit at a height of 57 feet AGL. This is a Level 4 RF Exposure category (see Appendix C). Workers accessing the monopole 45 feet above the ground must follow RF Safety Plan guidelines while performing any work above the 45 foot level.

Please see Appendix C for "Recommended Practice for Radio Frequency Safety Programs, 3 kHz to 300 GHz IEEE C95.7-2014". The Exposure Categories are listed as well as RF Safety Program controls.

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Appropriate RF Alerting signage must be displayed at the base of the antenna structure (tower) with appropriate contact information to enable workers to coordinate working in areas that may require power reductions or shut down to prevent their exposure beyond the FCC MPE limits. A Category 4 RF Exposure site requires a red "Warning" sign at the base of the tower.

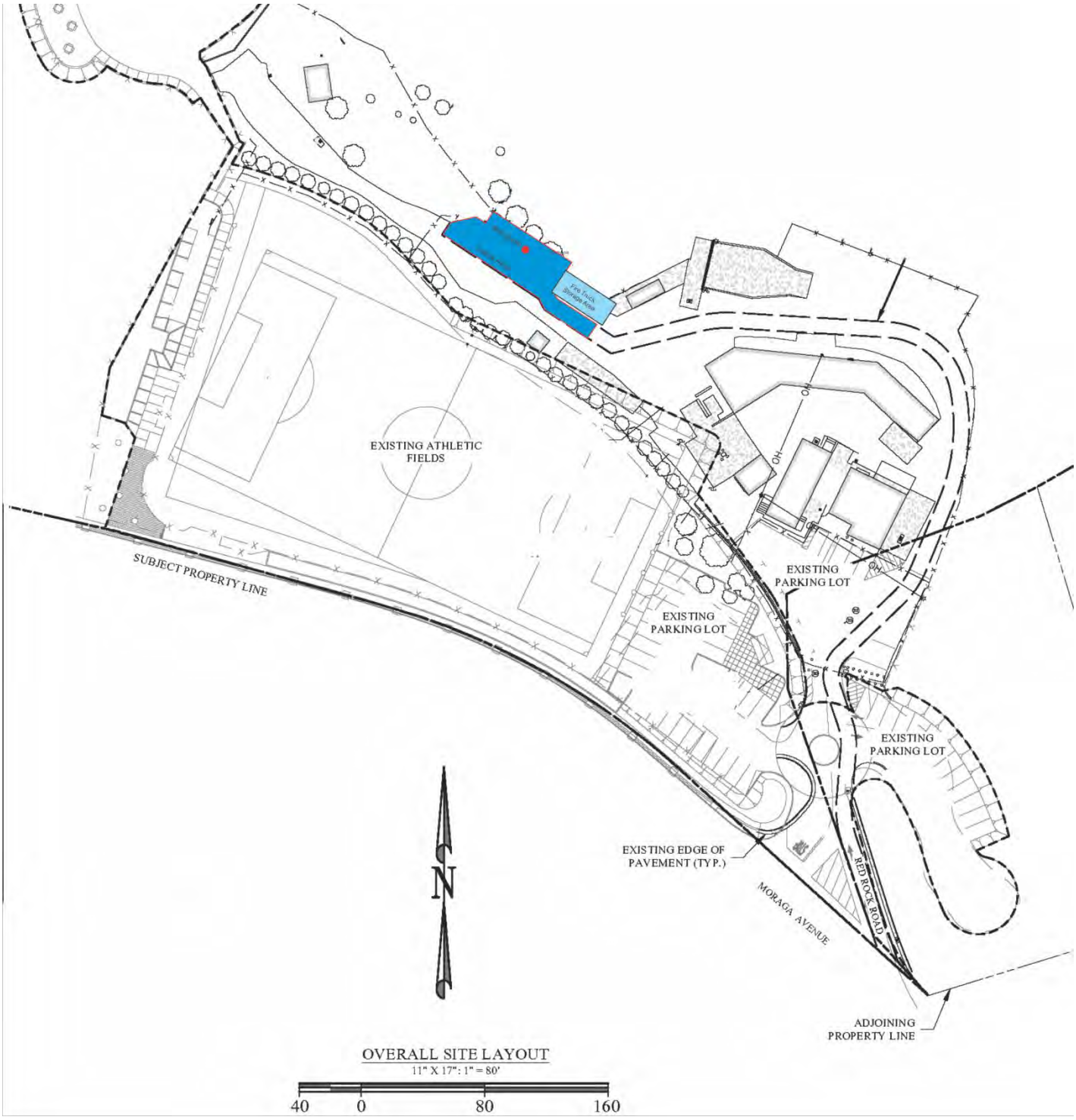
Warning: Category 4 is the highest RF Exposure category! Safety Measures must be established and verified before sending workers aloft to maintain a Category 4 site.

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4. SITE DESCRIPTION

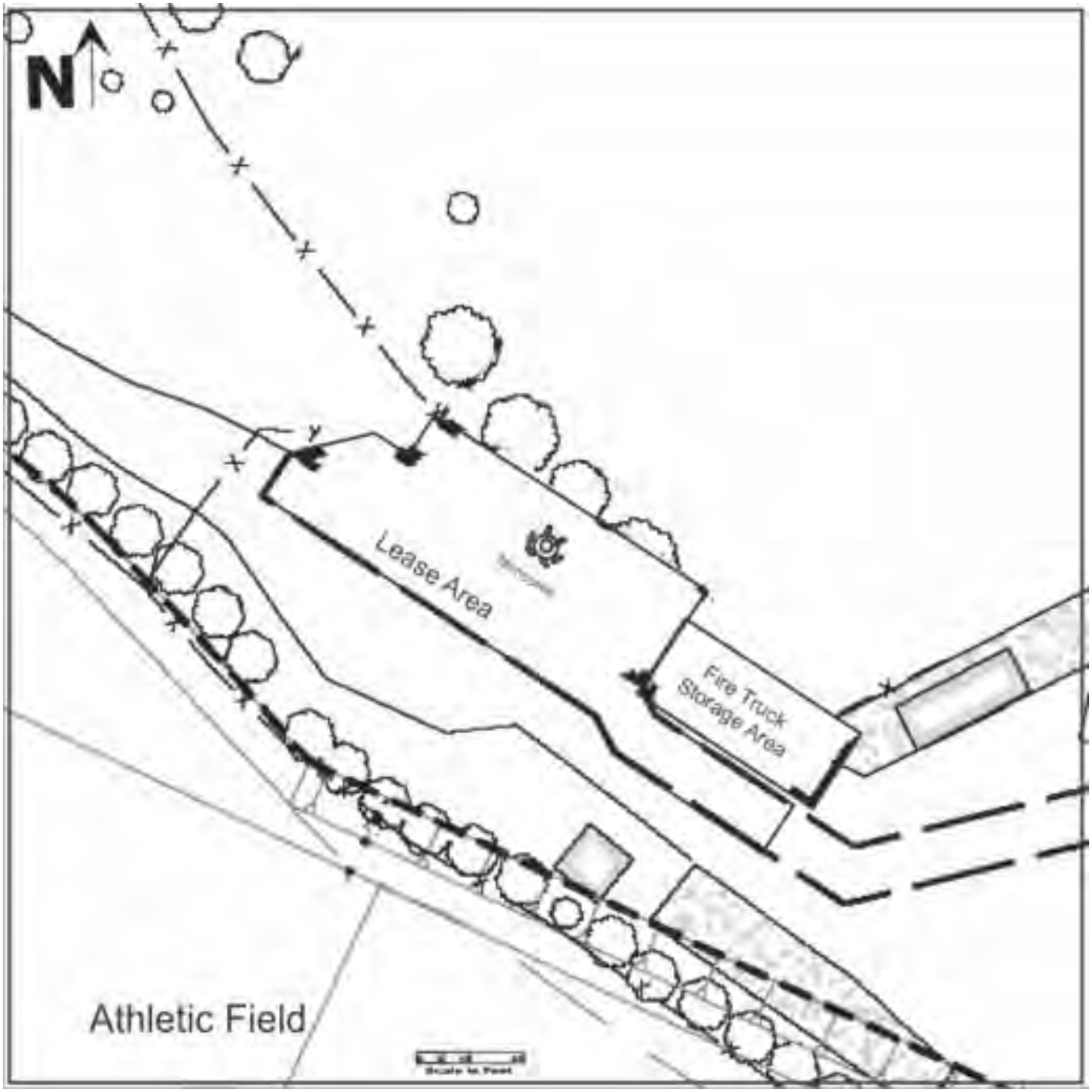
Site ID: CA-2016003			**Site Name: Piedmont Corporate Yard**			
Date of Evaluation	**January 27th, 2021**		**Site Evaluator (name): Marv Wessel**			
Site Type	**Building**		**Tower/Monopole**	XX	**Water Tower**	
Address: 898 Red Rock Road, Piedmont, CA 94611						
GPS NAD83	**N 37.83188**	**W 122.2295**				

Figure 4a Layout of the proposed antenna structure/monopole.



4. SITE DESCRIPTION (continued)

Figure 4b Detailed layout of the proposed location for the antenna structure/monopole.



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5. THEORETICAL ANALYSIS RESULTS

The table listed below contains the data utilized for the theoretical calculations in RoofView®. The data utilized for the analysis was supplied by T-Mobile for their proposed antenna installation. The data for the other providers is based on typical data for similar installations utilizing the frequencies and RF power settings normally associated with a typical installation of the listed providers. The azimuths (pointing directions) for all antennas were determined by mimicking the planned azimuths provided by T-Mobile for all other antennas. T-Mobile has already determined the best azimuths for desired coverage of existing and potential customers.

Figure 5a RoofView® data table used for theoretical analysis.

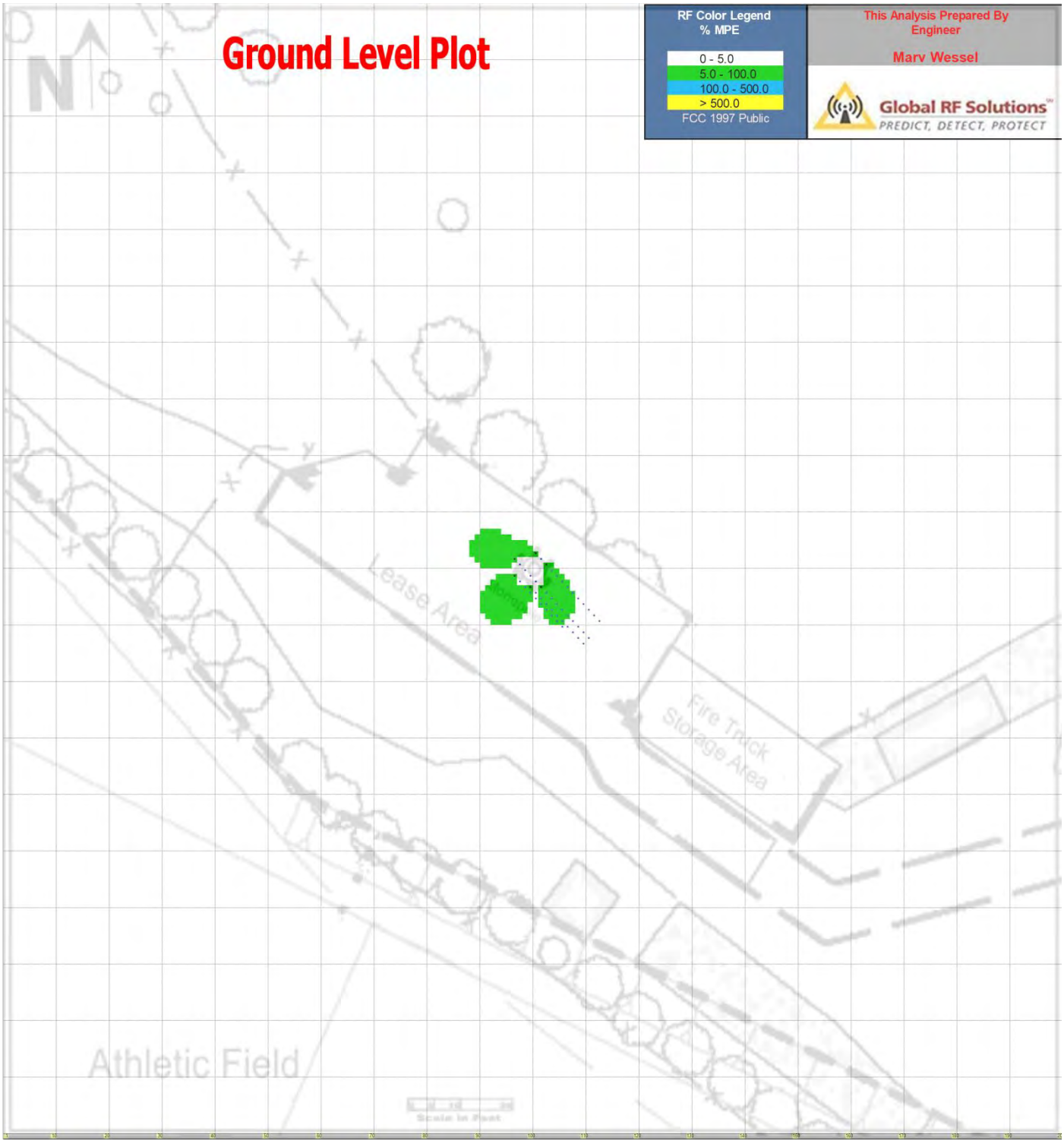
ID	Name	(MHz) Freq	Input Power	Calc Power	Mfg	Model	(ft) X	(ft) Y	(ft) Z	Type	(ft) ApHt	dBd Gain	BWdth Pt Dir
A	T-Mobile	2500.00000		320.0	Ericsson	Air 6449	97.0	102.0	88.2		2.5		120;290
B	T-Mobile	630.00000		60.0	RFS	APXVAARR24 43 U NA	101.0	103.0	86.0		8.0		65;290
b	T-Mobile	740.00000		60.0	RFS	APXVAARR24 43 U NA	101.0	103.0	86.0		8.0		62;290
bb	T-Mobile	1940.00000		160.0	RFS	APXVAARR24 43 U NA	101.0	103.0	87.0		6.0		66;290
bbb	T-Mobile	2120.00000		160.0	RFS	APXVAARR24 43 U NA	101.0	103.0	87.0		6.0		59;290
C	T-Mobile	2500.00000		320.0	Ericsson	Air 6449	103.0	101.0	88.2		2.5		120;150
d	T-Mobile	740.00000		60.0	RFS	APXVAARR24 43 U NA	102.0	97.0	86.0		8.0		62;120
D	T-Mobile	630.00000		60.0	RFS	APXVAARR24 43 U NA	102.0	97.0	86.0		8.0		65;120
dd	T-Mobile	1940.00000		160.0	RFS	APXVAARR24 43 U NA	102.0	97.0	87.0		6.0		66;120
ddd	T-Mobile	2120.00000		160.0	RFS	APXVAARR24 43 U NA	102.0	97.0	87.0		6.0		59;120
E	T-Mobile	2500.00000		320.0	Ericsson	Air 6449	100.0	97.0	88.2		2.5		120;230
F	T-Mobile	630.00000		60.0	RFS	APXVAARR24 43 U NA	97.0	99.0	86.0		8.0		65;230
f	T-Mobile	740.00000		60.0	RFS	APXVAARR24 43 U NA	97.0	99.0	86.0		8.0		62;230
ff	T-Mobile	1940.00000		160.0	RFS	APXVAARR24 43 U NA	97.0	99.0	87.0		6.0		66;230
fff	T-Mobile	2120.00000		160.0	RFS	APXVAARR24 43 U NA	97.0	99.0	87.0		6.0		59;230
G	AT&T	700.00000		160.0	Commscope	NHH-65B-R2B	97.0	102.0	77.0		6.0		65;290
g	AT&T	850.00000		320.0	Commscope	NHH-65B-R2B	97.0	102.0	77.0		6.0		60;290
ggg	AT&T	2100.00000		160.0	Commscope	NHH-65B-R2B	97.0	102.0	77.5		5.0		64;290
gg	AT&T	1900.00000		160.0	Commscope	NHH-65B-R2B	97.0	102.0	77.5		5.0		69;290
H	AT&T	700.00000		160.0	Commscope	NHH-65B-R2B	101.0	103.0	77.0		6.0		65;290
h	AT&T	2300.00000		120.0	Commscope	NHH-65B-R2B	101.0	103.0	77.5		5.0		57;290
I	AT&T	700.00000		160.0	Commscope	NHH-65B-R2B	103.0	101.0	77.0		6.0		65;150
i	AT&T	850.00000		320.0	Commscope	NHH-65B-R2B	103.0	101.0	77.0		6.0		60;150
ii	AT&T	1900.00000		160.0	Commscope	NHH-65B-R2B	103.0	101.0	77.5		5.0		69;150
iii	AT&T	2100.00000		160.0	Commscope	NHH-65B-R2B	103.0	101.0	77.5		5.0		64;150
J	AT&T	700.00000		160.0	Commscope	NHH-65B-R2B	102.0	97.0	77.0		6.0		65;150
j	AT&T	2300.00000		120.0	Commscope	NHH-65B-R2B	102.0	97.0	77.5		5.0		57;150
K	AT&T	700.00000		160.0	Commscope	NHH-65B-R2B	100.0	97.0	77.0		6.0		65;230
k	AT&T	850.00000		320.0	Commscope	NHH-65B-R2B	100.0	97.0	77.0		6.0		60;230
kk	AT&T	1900.00000		160.0	Commscope	NHH-65B-R2B	100.0	97.0	77.5		5.0		69;230
kkk	AT&T	2100.00000		160.0	Commscope	NHH-65B-R2B	100.0	97.0	77.5		5.0		64;230
L	AT&T	700.00000		160.0	Commscope	NHH-65B-R2B	97.0	99.0	77.0		6.0		65;230
l	AT&T	2300.00000		120.0	Commscope	NHH-65B-R2B	97.0	99.0	77.5		5.0		57;230
M	Verizon	750.00000		120.0	Commscope	NHH-65B-R2B	97.0	102.0	67.0		6.0		65;290
m	Verizon	885.00000		120.0	Commscope	NHH-65B-R2B	97.0	102.0	67.0		6.0		60;290
mm	Verizon	1900.00000		160.0	Commscope	NHH-65B-R2B	97.0	102.0	67.5		5.0		69;290
N	Verizon	750.00000		120.0	Commscope	NHH-65B-R2B	101.0	103.0	67.0		6.0		65;290
n	Verizon	2100.00000		160.0	Commscope	NHH-65B-R2B	101.0	103.0	67.5		5.0		64;290
p	Verizon	2100.00000		160.0	Commscope	NHH-65B-R2B	102.0	97.0	67.5		5.0		64;150
P	Verizon	750.00000		120.0	Commscope	NHH-65B-R2B	102.0	97.0	67.0		6.0		65;150
oo	Verizon	1900.00000		160.0	Commscope	NHH-65B-R2B	103.0	101.0	67.5		5.0		69;150
o	Verizon	885.00000		120.0	Commscope	NHH-65B-R2B	103.0	101.0	67.0		6.0		60;150
O	Verizon	750.00000		120.0	Commscope	NHH-65B-R2B	103.0	101.0	67.0		6.0		65;150
Q	Verizon	750.00000		120.0	Commscope	NHH-65B-R2B	100.0	97.0	67.0		6.0		65;230
q	Verizon	885.00000		120.0	Commscope	NHH-65B-R2B	100.0	97.0	67.0		6.0		60;230
qq	Verizon	1900.00000		160.0	Commscope	NHH-65B-R2B	100.0	97.0	67.5		5.0		69;230
R	Verizon	750.00000		120.0	Commscope	NHH-65B-R2B	97.0	99.0	67.0		6.0		65;230
r	Verizon	2100.00000		160.0	Commscope	NHH-65B-R2B	97.0	99.0	67.5		5.0		64;230
S	TBT	750.00000		120.0	Commscope	NHH-65B-R2B	97.0	102.0	57.0		6.0		65;290
s	TBT	885.00000		120.0	Commscope	NHH-65B-R2B	97.0	102.0	57.0		6.0		60;290
ss	TBT	1900.00000		160.0	Commscope	NHH-65B-R2B	97.0	102.0	57.5		5.0		69;290
T	TBT	750.00000		120.0	Commscope	NHH-65B-R2B	101.0	103.0	57.0		6.0		65;290
t	TBT	2100.00000		160.0	Commscope	NHH-65B-R2B	101.0	103.0	57.5		5.0		64;290
U	TBT	2100.00000		160.0	Commscope	NHH-65B-R2B	102.0	97.0	57.0		5.0		64;150
u	TBT	750.00000		120.0	Commscope	NHH-65B-R2B	102.0	97.0	57.0		6.0		65;150
uu	TBT	1900.00000		160.0	Commscope	NHH-65B-R2B	103.0	101.0	57.5		5.0		69;150
V	TBT	885.00000		120.0	Commscope	NHH-65B-R2B	103.0	101.0	57.0		6.0		60;150
v	TBT	750.00000		120.0	Commscope	NHH-65B-R2B	103.0	101.0	57.5		6.0		65;150
W	TBT	750.00000		120.0	Commscope	NHH-65B-R2B	100.0	97.0	57.0		6.0		65;230
ww	TBT	885.00000		120.0	Commscope	NHH-65B-R2B	100.0	97.0	57.0		6.0		60;230
ww	TBT	1900.00000		160.0	Commscope	NHH-65B-R2B	100.0	97.0	57.5		5.0		69;230
X	TBT	750.00000		120.0	Commscope	NHH-65B-R2B	97.0	99.0	57.0		6.0		65;230
x	TBT	2100.00000		160.0	Commscope	NHH-65B-R2B	97.0	99.0	57.5		5.0		64;230

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5. THEORETICAL ANALYSIS RESULTS (continued)

This is the predicted software plot for the "Zone 1" (unrestricted ground level access) using the FCC PUBLIC standard for all existing antennas operating at full capacity (most intensive scenario). The grid is in 10-foot increments. The results show that the FCC Public MPE limits may not be exceeded at any ground level location (15.3% FCC Public limit maximum).

Figure 5b RoofView® plot Zone 1 (unrestricted ground level).



5. THEORETICAL ANALYSIS RESULTS (continued)

This is the predicted software plot for the "Zone 1" (unrestricted rooftop level access) using the FCC PUBLIC standard for all existing antennas operating at full capacity (most intensive scenario). The grid is in 10-foot increments. The results show that the FCC Public MPE limits may not be exceeded at any rooftop level location (1.2% FCC Public limit on the fire truck storage rooftop and 0.0307% FCC Public limit on the Corporation Yard Office rooftop).

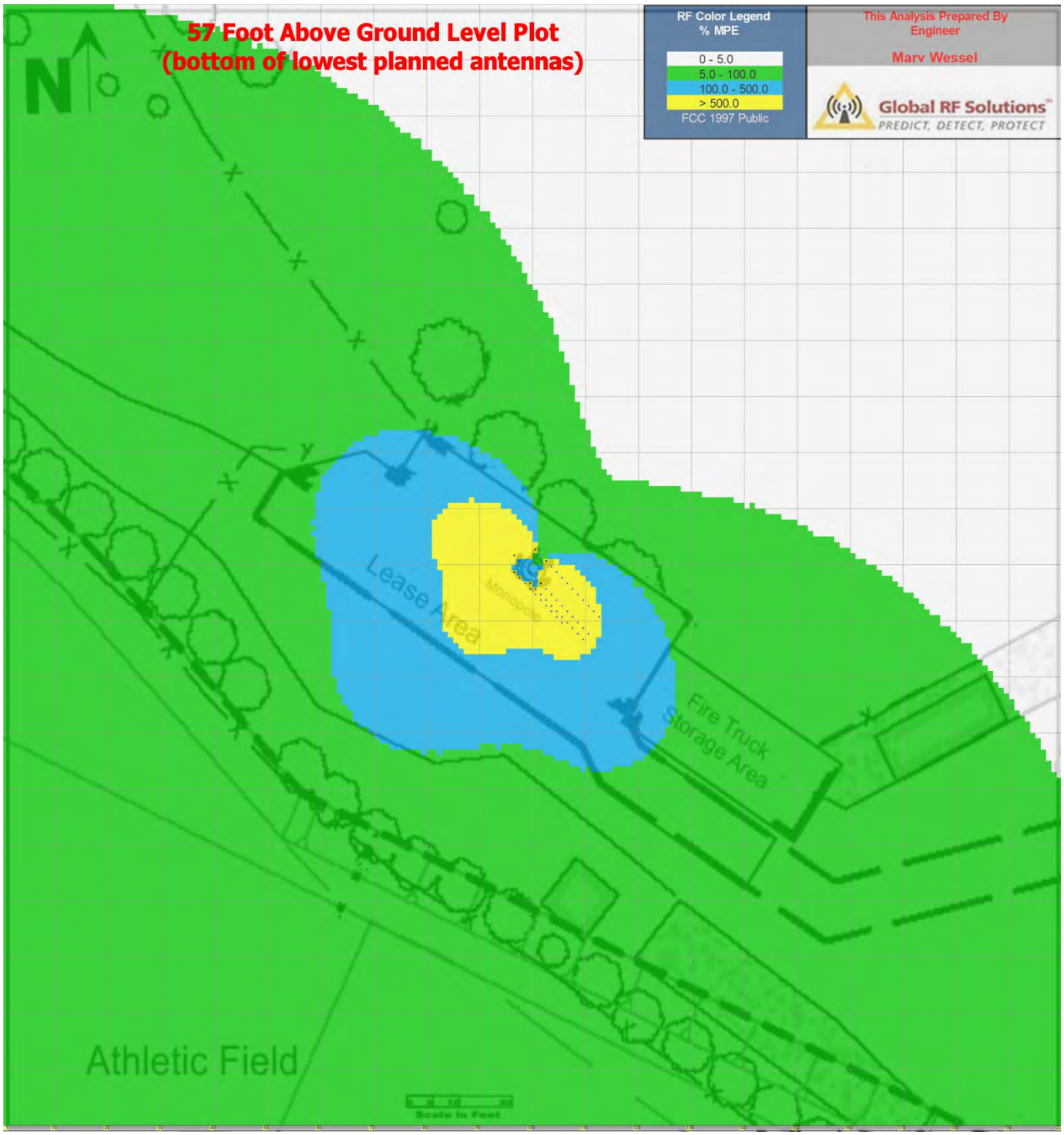
Figure 5c RoofView® plot Zone 1 (30 foot above ground level for rooftops).



5. THEORETICAL ANALYSIS RESULTS (continued)

This is the predicted software plot for the "Zone 2" (restricted areas 57' above ground level or bottom of the lowest planned antennas) using the FCC PUBLIC standard for all proposed antennas operating at full capacity (most intensive scenario). The results show that the FCC Public MPE limits (Blue Color) may be exceeded up to 37 feet away from the antennas and the FCC Occupational limit may be exceeded up to 17 feet away from the antennas (Yellow Color). Maximum predicted in front of the antennas is 10,224.5% of the FCC Public Limit or 2,044.9% of the FCC Occupational limit.

Figure 5d RoofView® plot 57' AGL.



APPENDIX A- LIMITS FOR MAXIMUM PERMISSIBLE EXPOSURE (MPE)

(REFERENCE= TABLE 1. Title 47 CFR)

(A) Limits for Occupational/Controlled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm^2)	Averaging Time $\|E\|^2$, $\|H\|^2$ or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	($900/f^2$)*	6
30-300	61.4	0.163	1.0	6
300-1500	--	--	f/300	6
1500-100,000	--	--	5	6

(B) Limits for General Population/Uncontrolled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm^2)	Averaging Time $\|E\|^2$, $\|H\|^2$ or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	($180/f^2$)*	30
30-300	27.5	0.073	0.2	30
300-1500	--	--	f/1500	30
1500-100,000	--	--	1.0	30

f = frequency in MHz *Plane-wave equivalent power density

NOTE 1: ***Occupational/controlled*** limits apply in situations in which persons are exposed as a consequence of their employment provided those persons are fully aware of the potential for exposure and can exercise control over their exposure. Limits for occupational/controlled exposure also apply in situations when an individual is transient through a location where occupational/controlled limits apply provided he or she is made aware of the potential for exposure.

NOTE 2: ***General population/uncontrolled*** exposures apply in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or can not exercise control over their exposure.

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APPENDIX B – RECCOMENDATIONS FOR RF SAFETY PLANS

The FCC recognizes "Recommended Practice for Radio Frequency Safety Programs, 3 kHz to 300 GHz IEEE C95.7-2014" as a document outlining components of an RF Safety Program for persons working in RF exposure environments. This document classifies 4 RF Safety Program (RFSP) Exposure categories described in the table below.

Table B1 RFSP Categories

Categories of RF Exposure (FCC)		
RFSP Category	**Exposure Level**	**Control Actions**
1	Emitter does not exceed action level (<FCC Public Limit)	None
2	Levels can exceed action limit unless controls are applied (>FCC Public Limit)	RFSP should include signs, training, barriers and other safety elements
3	Levels could exceed exposure limit unless controls are applied (>FCC Occupational Limit)	As 2 above, with additional elements
4	Levels will exceed exposure limit in accessible areas (>10x FCC Occupational Limit)	Prevent personnel access

The Following are possible RFSP Controls that may be used to develop an RF Safety Program (RFSP):

- Engineering
  - Shielding, site configuration, barriers
- Administrative
  - Signs, floor markings, work practices, lockout/ tag-out, time averaging, personal monitors
- PPE
  - Gloves, protective clothing
- Training
  - General awareness, limits, controls, medical devices, over-exposures, electro-explosives, ancillary hazards

If more detail is required it is advisable that you obtain IEEE C95.7-2014 for further guidance.

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APPENDIX C – DISCUSSION

There were several questions raised by staff based on the last report prepared for this site. Most of them have been answered in this revised report format. Question #6 actually had several questions regarding the RoofView display. We were using RoofView Version 4.15 in 2018. We are now using RoofView version 5.12 with several enhancements.

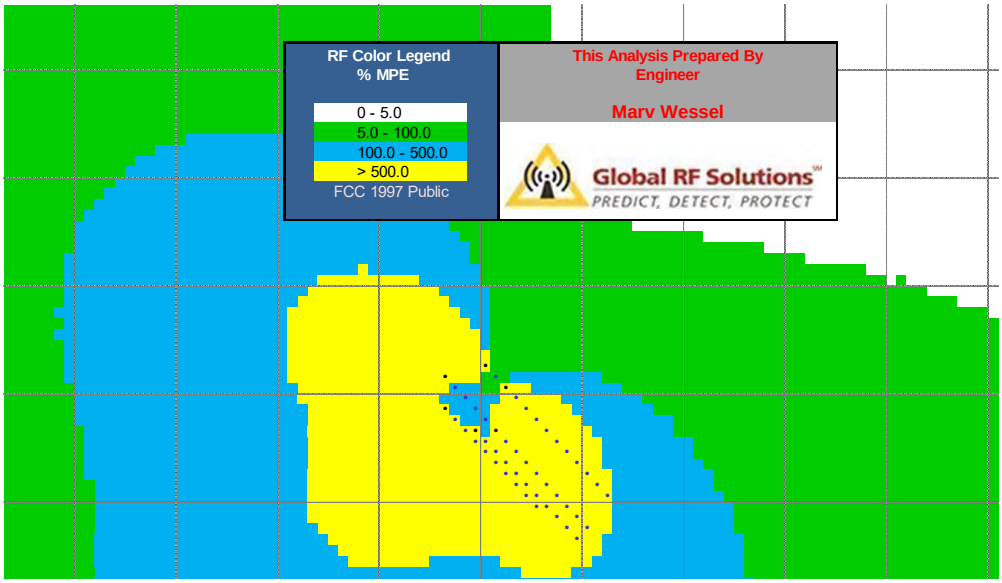
These are the several questions asked in question 6 below:

6. Pages 10 and 11, please explain in the analysis that all areas shown in green, except the points that are blue are less than the MPE. Usually, RF reports submitted to the City have a more clear delineation where the RF emissions are at or near the maximum limits and do not show areas mixed together like these diagrams do. We would prefer to see the blue dots connected together as a field to suggest the limits of the maximum limits area. What do the black dots represent? Does the base station equipment emit RF? If so, please expand the study to include the base station equipment.

Responses:

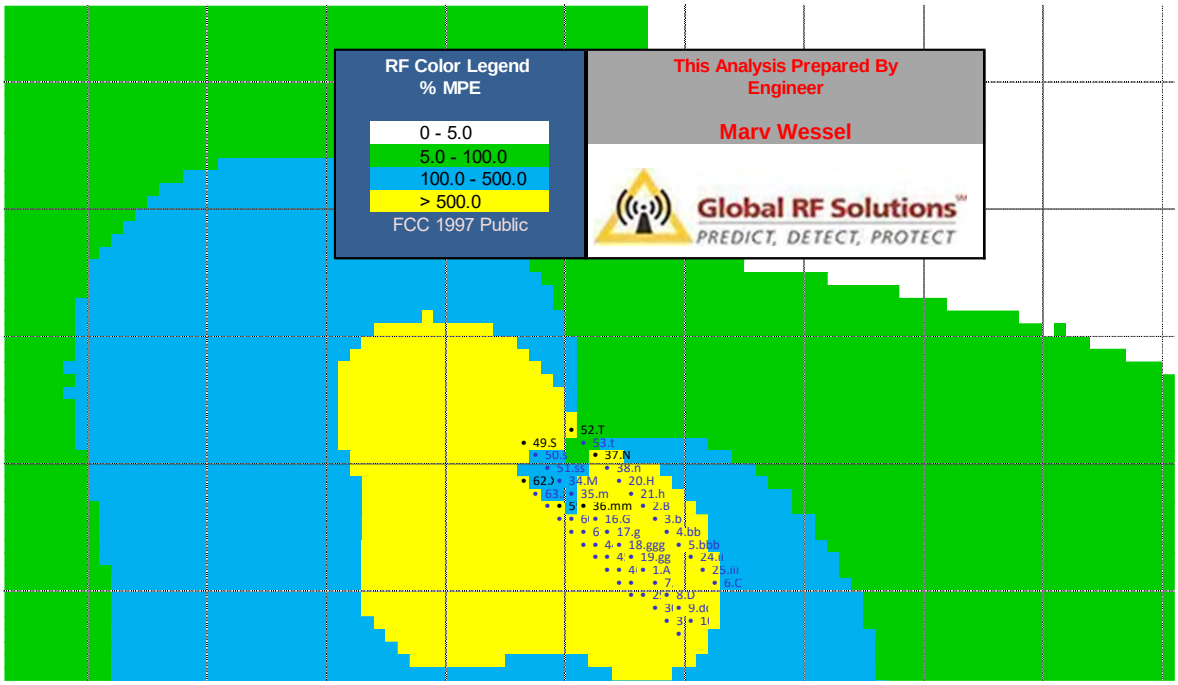
- Areas previously in green are now "White" for <5% of the FCC limit. An additional color (4 total) has been added to RoofView. The plots in Section 5 have a legend included (see figure C1 below).

Figure C1



The square pixels are colors that match the legend. The very small dots represent antennas. Black dots are the antenna locations looking from a top down view. If multiple antennas occupy the same x-y coordinates like they do for this analysis and are placed on top of one another (i.e. multiple carriers underneath or multiband antennas that have several antennas in the same radome) the antennas that occupy the same x-y coordinates are displayed in the analysis in blue. I have turned the identifying labels off to make a cleaner presentation. Unfortunately you cannot completely disable the identifying dots from the presentation. Round dots do not represent exposure values displayed in the legend. This is what it would look like if the labels were left on (figure C2).

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This should help understand that the dots are not displaying exposure values.

It was also asked "Does the base station equipment emit RF?" The answer is yes but only through balanced transmission line connected to the antennas on the monopole. RF does not radiate directly from the base station equipment cabinet. All of the equipment is shielded very well. If the coax were disconnected from the antennas the RF would reflect back into the transmitter. There is nothing to study for exposure near base station equipment unless an antenna had been connected to the equipment at ground level (which should never occur).

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NOTE:
1. EXISTING BACKGROUND IMAGERY IS OBTAINED THROUGH GOOGLE EARTH DATED 03/29/2020.



N

VIEWSHED CROSS SECTION
AERIAL OVERLAY PLAN
11" X 17": 1" = 160'
22" X 34": 1" = 80'

80 40 0 80 160 240 320

PREPARED FOR:

GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:

DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8247

FIGURE INTENDED FOR INFORMATIONAL PURPOSES ONLY

01/26/21

MICHAEL L. LASSITER, P.E.
CALIFORNIA LICENSE NO. C63329

DRAWN BY:	NN
CHECKED BY:	BJW
APPV'D:	WRB
PROJECT NO:	19-02396

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
01/26/21	FOR INFORMATION	0	BJW

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. REPRODUCTION OR CAUSING TO BE REPRODUCED THE WHOLE OR ANY PART OF THESE DRAWINGS WITHOUT THE PERMISSION OF THE DELTA OAKS GROUP, PLLC IS PROHIBITED.

SITE NAME:
CA-2016003 PIEDMONT CORPORATE YARD

SITE ADDRESS:
898 RED ROCK ROAD
PIEDMONT, CA 94611

T-MOBILE SITE ID:
SF92372A

SHEET TITLE
VIEWSHED CROSS SECTION AERIAL OVERLAY PLAN

SHEET NUMBER
C-9

NOTES:

1. EXISTING 2-FT CONTOURS ARE DEVELOPED FROM CUSTOM PROCESSING OF LIDAR TITLED USGS LIDAR POINT CLOUD CA NOCAL WILDFIRES FLOWN BETWEEN 12/01/2017 AND 04/24/2018 AND PUBLISHED BY U.S. GEOLOGICAL SURVEY AND OBTAINED THROUGH USGS THE NATIONAL MAP VIEWER.
2. POSITION OF STRUCTURES ARE BASED ON LIDAR POINT CLOUD (SEE NOTE 1 FOR SOURCE) AND GOOGLE IMAGERY DATED 03/29/2020.



N

VIEWSHED CROSS SECTION
TOPOGRAPHIC PLAN (2-FT CONTOUR)
11" X 17": 1" = 160'
22" X 34": 1" = 80'

80 40 0 80 160 240 320

PREPARED FOR:

GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:

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FIGURE INTENDED FOR INFORMATIONAL PURPOSES ONLY

01/26/21

MICHAEL L. LASSITER, P.E.
CALIFORNIA LICENSE NO. C63329

DRAWN BY:	NN
CHECKED BY:	BJW
APPV'D:	WRB
PROJECT NO:	19-02396

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
01/26/21	FOR INFORMATION	0	BJW

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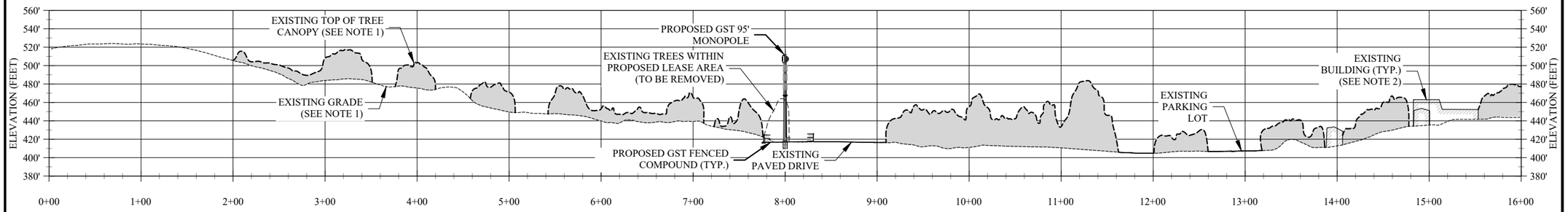
SITE NAME:
CA-2016003 PIEDMONT CORPORATE YARD

SITE ADDRESS:
898 RED ROCK ROAD
PIEDMONT, CA 94611

T-MOBILE SITE ID:
SF92372A

SHEET TITLE
VIEWSHED CROSS SECTION TOPOGRAPHIC PLAN

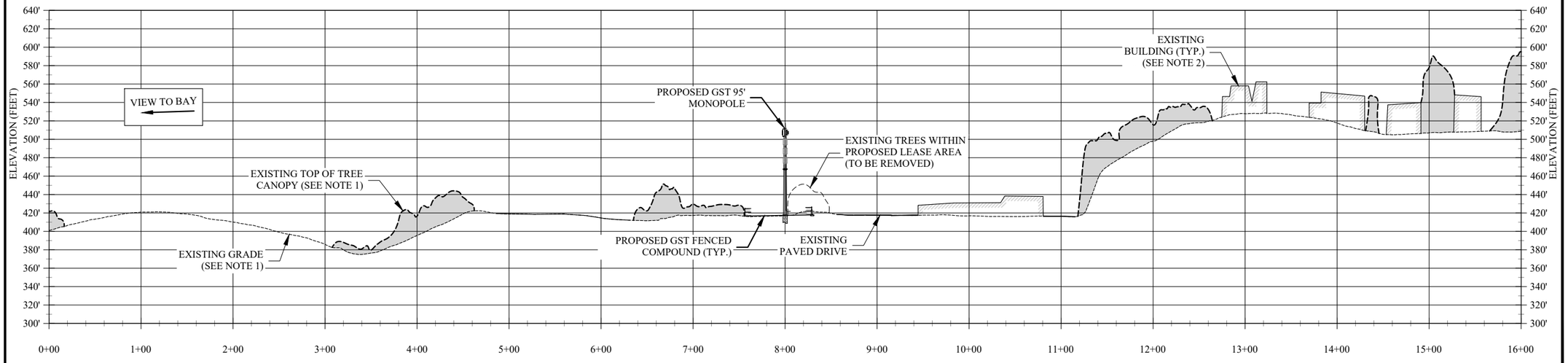
SHEET NUMBER
C-10



SECTION A-A
SCALE 1" = 120' (11" X 17" SHEET)
SCALE 1" = 60' (22" X 34" SHEET)

60 30 0 60 120 180 240

NOTES:
1. EXISTING GRADE AND EXISTING TREE CANOPY ARE DEVELOPED FROM CUSTOM PROCESSING OF LIDAR TITLED USGS LIDAR POINT CLOUD CA NOCAL WILDFIRES FLOWN BETWEEN 12/01/2017 AND 04/24/2018 AND PUBLISHED BY U.S. GEOLOGICAL SURVEY AND OBTAINED THROUGH USGS THE NATIONAL MAP VIEWER.
2. POSITION OF STRUCTURES ARE BASED ON LIDAR POINT CLOUD (SEE NOTE 1 FOR SOURCE) AND GOOGLE IMAGERY DATED 03/29/2020.



SECTION B-B
SCALE 1" = 120' (11" X 17" SHEET)
SCALE 1" = 60' (22" X 34" SHEET)

60 30 0 60 120 180 240

PREPARED FOR:
GST
GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:
DELTA OAKS GROUP
DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8247

FIGURE INTENDED FOR INFORMATIONAL PURPOSES ONLY

01/26/21

MICHAEL L. LASSITER, P.E.
CALIFORNIA LICENSE NO. C63329

DRAWN BY:	NN
CHECKED BY:	BJW
APPV'D:	WRB
PROJECT NO:	19-02396

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
01/26/21	FOR INFORMATION	0	BJW

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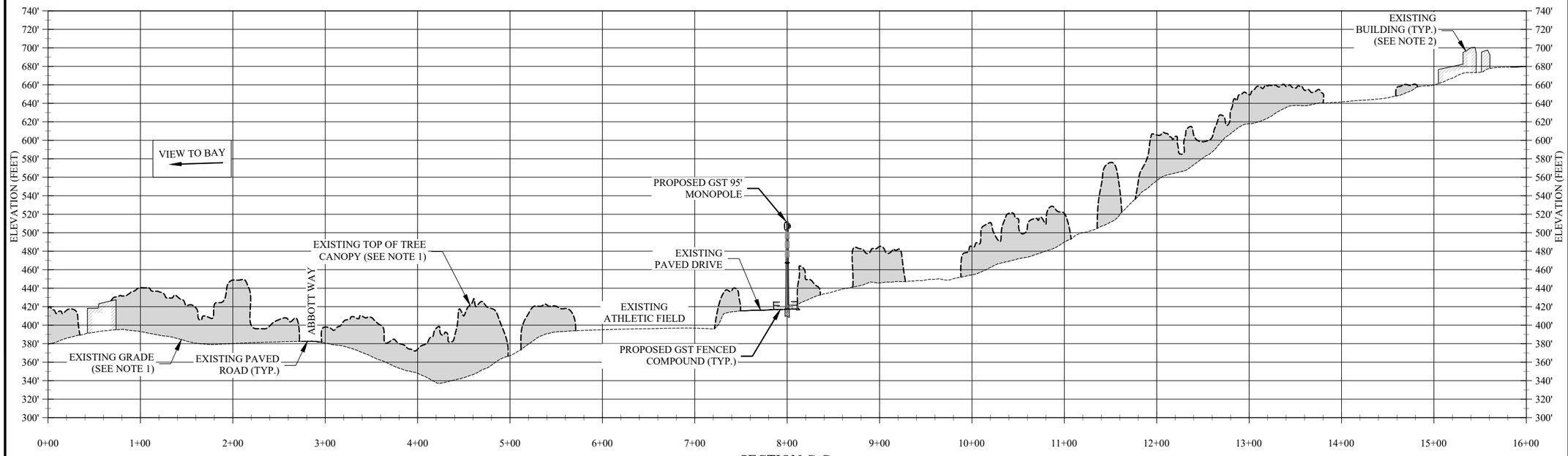
SITE NAME:
CA-2016003 PIEDMONT CORPORATE YARD

SITE ADDRESS:
898 RED ROCK ROAD
PIEDMONT, CA 94611

T-MOBILE SITE ID:
SF92372A

SHEET TITLE
1600-FT CROSS SECTIONS (SECTION A-A & SECTION B-B)

SHEET NUMBER
C-11



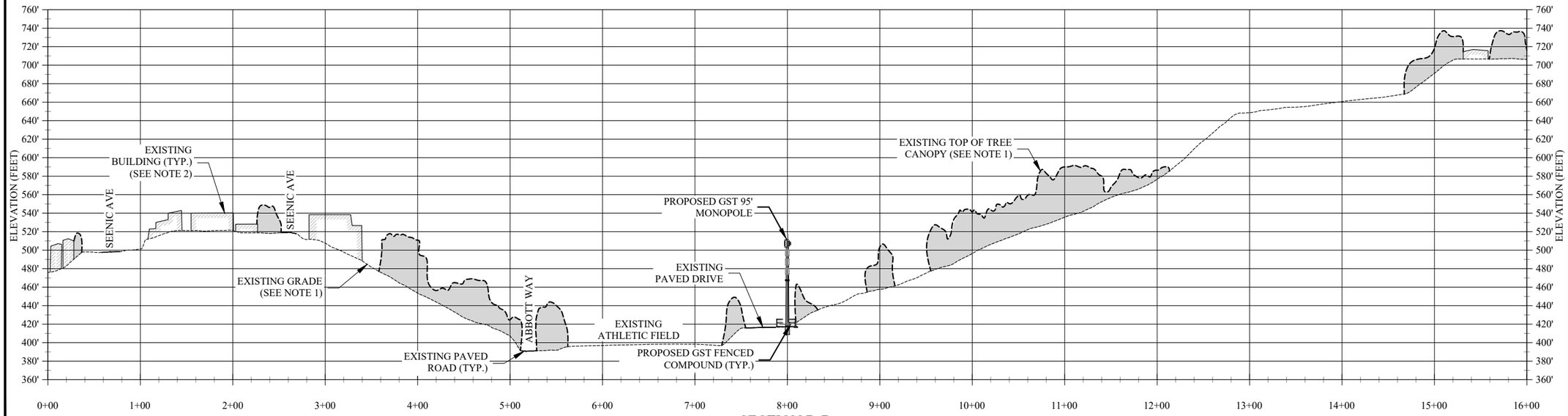
SECTION C-C

SCALE 1" = 120' (11" X 17" SHEET)
SCALE 1" = 60' (22" X 34" SHEET)

60 30 0 60 120 180 240

NOTES:

1. EXISTING GRADE AND EXISTING TREE CANOPY ARE DEVELOPED FROM CUSTOM PROCESSING OF LIDAR TITLED USGS LIDAR POINT CLOUD CA NOCAL WILDFIRES FLOWN BETWEEN 12/01/2017 AND 04/24/2018 AND PUBLISHED BY U.S. GEOLOGICAL SURVEY AND OBTAINED THROUGH USGS THE NATIONAL MAP VIEWER.
2. POSITION OF STRUCTURES ARE BASED ON LIDAR POINT CLOUD (SEE NOTE 1 FOR SOURCE) AND GOOGLE IMAGERY DATED 03/29/2020.



SECTION D-D

SCALE 1" = 120' (11" X 17" SHEET)
SCALE 1" = 60' (22" X 34" SHEET)

60 30 0 60 120 180 240

PREPARED FOR:
GST
GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:
DELTA OAKS GROUP
DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8247

FIGURE INTENDED FOR INFORMATIONAL PURPOSES ONLY

01/26/21

MICHAEL L. LASSITER, P.E.
CALIFORNIA LICENSE NO. C63329

DRAWN BY:	NN
CHECKED BY:	BJW
APPV'D:	WRB
PROJECT NO:	19-02396

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
01/26/21	FOR INFORMATION	0	BJW

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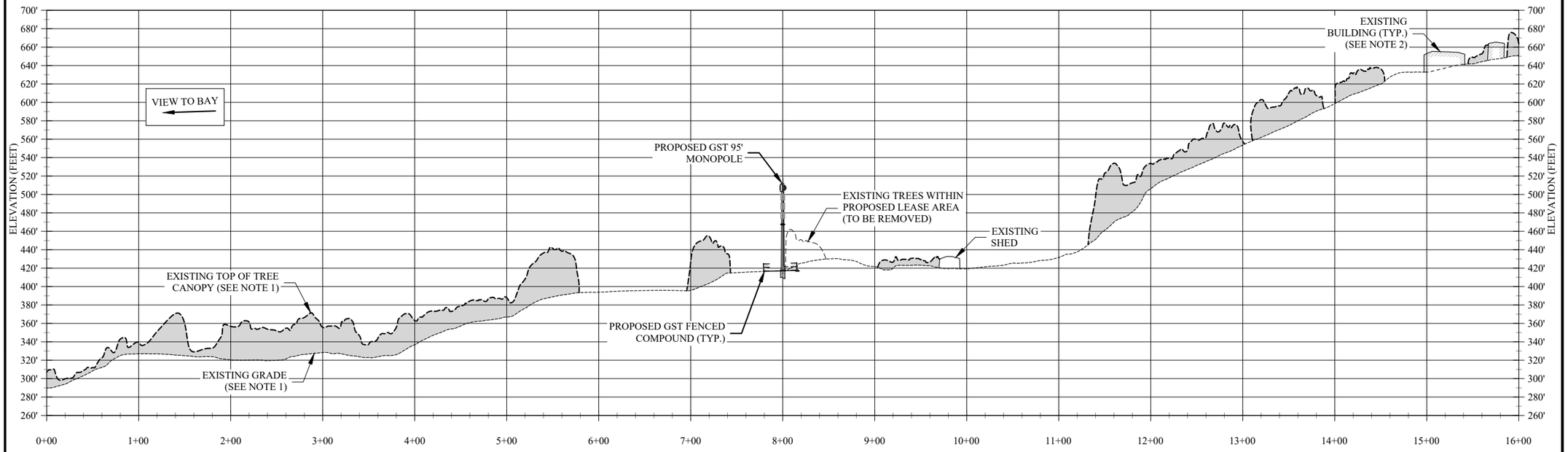
SITE NAME:
CA-2016003 PIEDMONT CORPORATE YARD

SITE ADDRESS:
898 RED ROCK ROAD
PIEDMONT, CA 94611

T-MOBILE SITE ID:
SF92372A

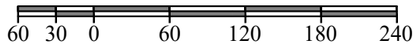
SHEET TITLE
1600-FT CROSS SECTIONS (SECTION C-C & SECTION D-D)

SHEET NUMBER
C-12



SECTION E-E

SCALE 1" = 120' (11" X 17" SHEET)
SCALE 1" = 60' (22" X 34" SHEET)



NOTES:

1. EXISTING GRADE AND EXISTING TREE CANOPY ARE DEVELOPED FROM CUSTOM PROCESSING OF LIDAR TITLED USGS LIDAR POINT CLOUD CA NOCAL WILDFIRES FLOWN BETWEEN 12/01/2017 AND 04/24/2018 AND PUBLISHED BY U.S. GEOLOGICAL SURVEY AND OBTAINED THROUGH USGS THE NATIONAL MAP VIEWER.
2. POSITION OF STRUCTURES ARE BASED ON LIDAR POINT CLOUD (SEE NOTE 1 FOR SOURCE) AND GOOGLE IMAGERY DATED 03/29/2020.

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SHREVEPORT, LA 71101
PHONE: (318) 614-3369

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FIGURE INTENDED FOR INFORMATIONAL PURPOSES ONLY

01/26/21

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DRAWN BY:	NN
CHECKED BY:	BJW
APPV'D:	WRB
PROJECT NO:	19-02396

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
01/26/21	FOR INFORMATION	0	BJW

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SITE NAME:
CA-2016003 PIEDMONT CORPORATE YARD

SITE ADDRESS:
898 RED ROCK ROAD
PIEDMONT, CA 94611

T-MOBILE SITE ID:
SF92372A

SHEET TITLE
1600-FT CROSS SECTIONS (SECTION E-E)

SHEET NUMBER
C-13

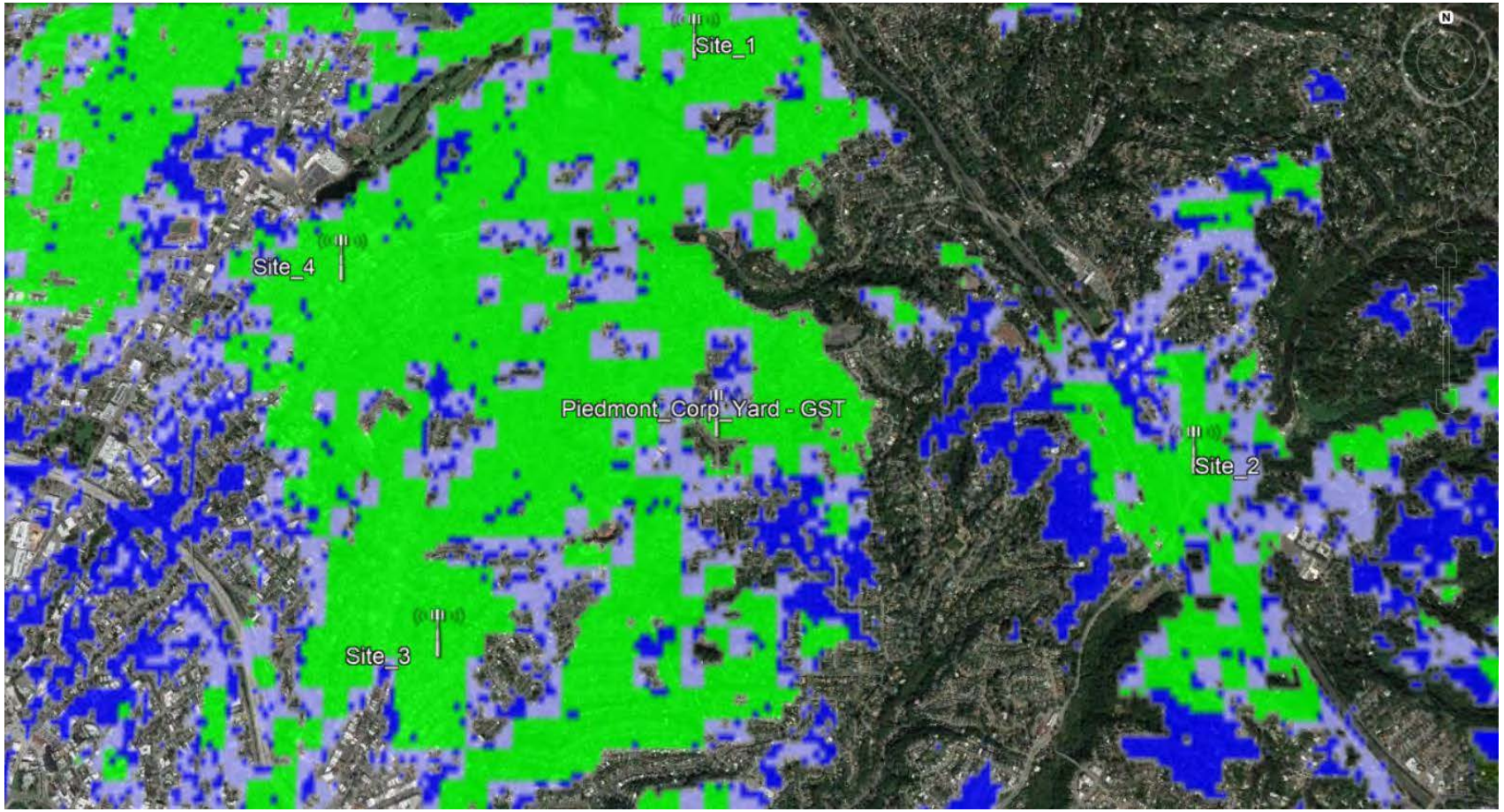
Location Justification Exhibit

- Construction of this project will result in significantly improved cellular phone service to Piedmont.
- Construction of this project will result in significantly improved data coverage and capacity to Piedmont.
- The existing T-Mobile installation is not capable of accommodating more carriers, meaning that multiple installations would be required without the proposed installation.
- The existing installation is not capable of accommodating new technology equipment, such as 5G.
- The selected location ensures minimal visual and aesthetic impact:
    1. existing dense vegetation
    2. significant setback from Moraga Avenue
    3. site's location in the Corp Yard, historically used as a rock quarry
- 911 Emergency services will be fortified and enhanced.

Urgent need for reliable cell phone coverage, data capacity

General existing coverage setting

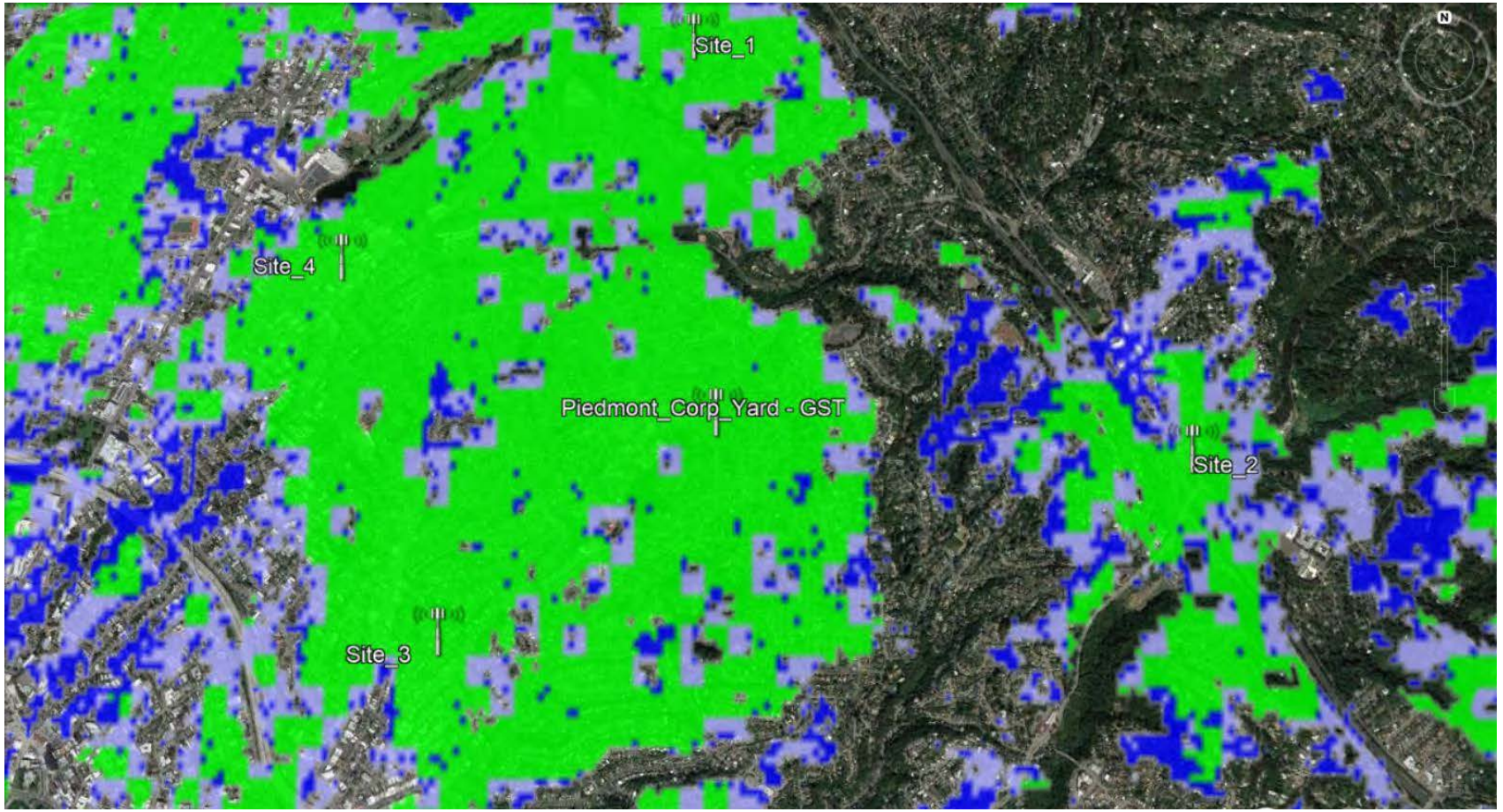
(green= reliable indoor coverage; blue = reliable outdoor coverage, fair indoor coverage)



Urgent need for reliable cell phone coverage, data capacity

General resulting coverage

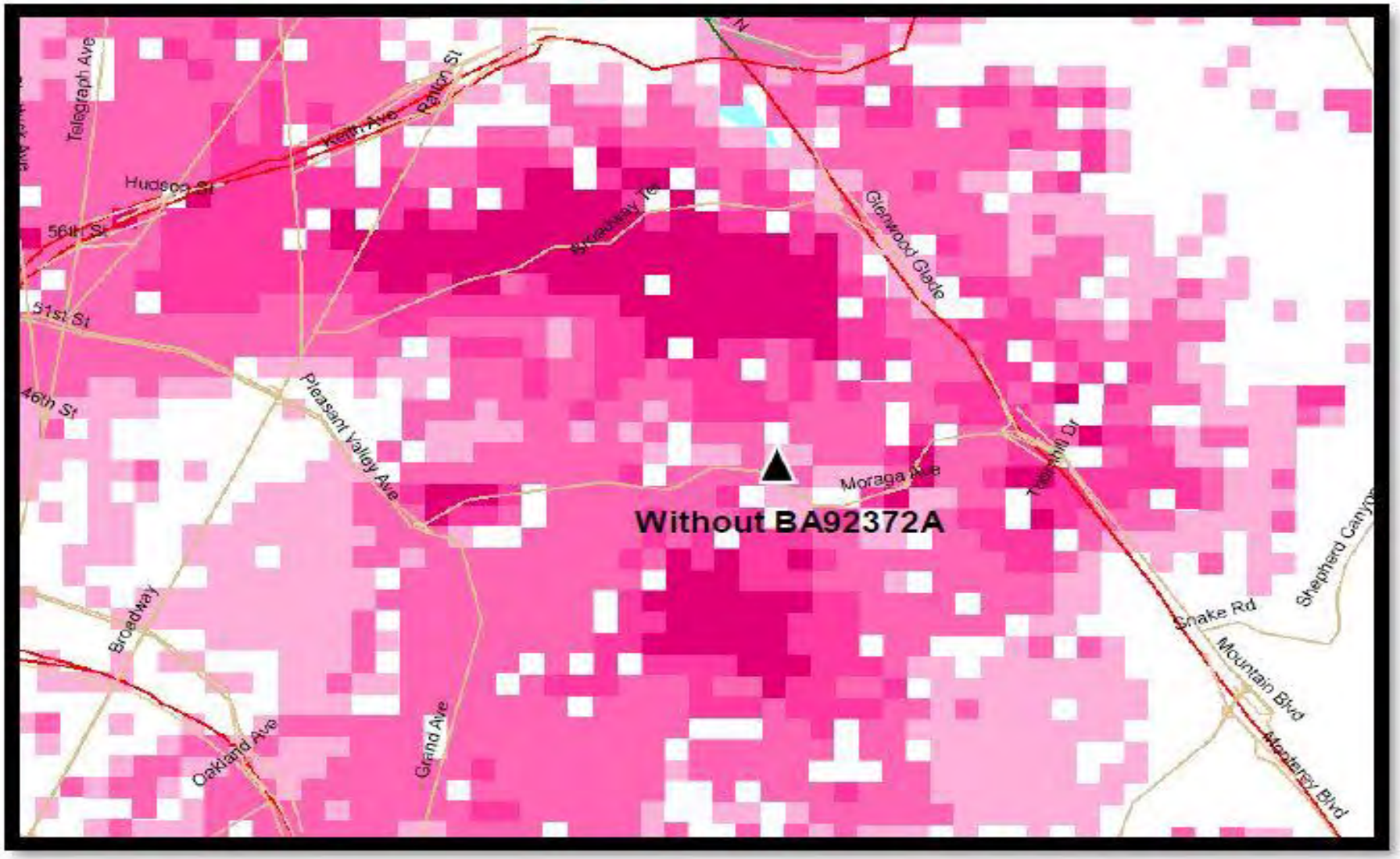
(green = reliable indoor coverage; blue = reliable outdoor coverage, fair indoor coverage)



T-Mobile

Lighter pink: fair coverage
darker pink: good coverage

Current Coverage without BA92372A



T-Mobile

Lighter pink: fair coverage
darker pink: good coverage

Coverage with BA92372A

