

**Council Meeting: March 18, 2008****SUBJECT: Lease Between the City of Sunnyvale and Sprint Spectrum,
L.P. of Space on Light Standard at Washington Park****REPORT IN BRIEF**

Sprint Spectrum, L.P. is proposing to construct a cellular site at Washington Park. The proposal has gone through the administrative process outlined in Report to Council, "Study Issue: Consider Establishing Council Policies Regarding Commercial Use of Parks, Open Spaces and Recreation Facilities Owned or Maintained by the City" (RTC 06-306), which was approved by the City Council on October 10, 2006. A description of this process has been attached for Council's reference.

The use of City property for commercial purposes will require a lease between the City and Sprint Spectrum, L.P. (Sprint). The negotiated rent of the site is \$1,900 per month, or \$22,800 per year, which will be deposited to the Community Recreation Fund.

Staff recommends the City Council approve the lease between the City and Sprint for space on a light standard at Washington Park.

BACKGROUND

Sprint representatives contacted the City and proposed the construction of a wireless antenna project to enhance communications for their customers in the Washington Park neighborhood of Sunnyvale. Following this request, staff took steps to review this project consistent with City Council's direction received on October 10, 2006. Specifically, staff reviewed possible park facility improvements that could be completed within the scope of this project, facilitated public meetings for the near neighbors, presented the proposal to the Parks and Recreation Commission and the Planning Commission and negotiated a lease.

On March 14, 2007, the Parks and Recreation Commission recommended that the Planning Commission approve Sprint's Use Permit for this project. The Planning Commission adopted Sprint's Negative Declaration and approved the related Use Permit on June 15, 2007. The Planning Commission's approval was not appealed to the City Council.

EXISTING POLICY

From the Sunnyvale Municipal Code:

Chapter 2.07 Purchase, Sale or Lease of Real Property

2.07.030 Awarding authority for purchases, sales or leases of real property

- (a) The city council shall be the awarding authority for all purchases, sales or leases of real property for the city where the purchase or sales price or lease cost exceeds seventy-five thousand dollars.
- (b) The city manager shall be the awarding authority for all purchases, sales or leases of real property for the city where the purchase or sales price or lease cost is seventy-five thousand dollars or less, or where the lease results in revenue to the city and is for a period less than or equal to fifty-five years.
(Ord. 2628-99 § 2 (part))

Chapter 19.54 Wireless Telecommunications Facilities

19.54.160 Public property and public right-of-way

- (a) The city manager or the manager's designee may establish terms and conditions under which any public property or facility or right-of-way may be made available by lease or franchise as a location for wireless telecommunication facility.
- (b) No wireless telecommunication facility shall be constructed in or upon a public property or facility owned by the city, unless the telecommunications provider seeking to operate the facility has obtained a lease from the city, authorizing the provider to occupy the property or facility. The lease shall include the standard set forth in this chapter.

From the Open Space and Recreation Sub-Element:

Goal 2.2A Open Space

Policy 2.2.A.8

Support the acquisition or joint use through agreements with partners of suitable sites to enhance Sunnyvale's open spaces and recreation facilities based on community need and through such strategies as development of easements and right-of-ways for open space use, conversion of sites to open space from developed use of land, and land banking.

Goal 2.2B Programming

Policy 2.2.B.4

Use entrepreneurial strategies to identify and reach new markets for programs, services and revenue generation, and to strengthen relationships with existing markets.

Policy 2.2.B.6

Leverage available resources by pursuing co-funded and/or cooperative agreements for provision and maintenance of programs, facilities and services, in order to maximize benefits to the community. Partners may include, but are not limited to, school districts, non-profit groups, governmental agencies and businesses.

From the Fiscal Sub-Element:

7.1B Revenue Policies

B.1: Revenue Base

B.1.1. The City will maintain a diversified and stable revenue base, not overly dependent on any land use or external funding source.

From Section 704 of the Federal Telecommunications Act of 1996:

No State or local government or instrumentality thereof may regulate the placement, construction and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

DISCUSSION

Sprint's project proposal includes the replacement of an existing ball field light pole in Washington Park with a new pole of similar height and the installation of three panel antennas immediately below the lights near the top of the pole. The project also includes the construction of a 224 sq. ft. equipment enclosure behind the existing bleachers. The project site is located at 840 W. Washington Ave. at the southeast corner of Washington and Sunset.

The use of City property for commercial purposes will require a lease between the City and Sprint. The negotiated rent of the site is \$1,900 per month, or \$22,800 per year, which will be deposited to the Community Recreation Fund.

The initial term of the lease is ten years, with the right to extend for two additional five year terms.

As described in RTC 06-306, the City Manager may approve lease agreements that result in revenue to the City and are for a term of 55 years or less. The City Council's review is not required for approval/denial of any proposed lease agreement for cellular antennas in parks. Due to public interest in cellular antenna sites and as an administrative practice, the City Manager has directed staff to present the negotiated agreements to the City Council in the form of a Report to Council placed on the consent portion of the Council's agenda.

With the completion of this project, telecommunications will be improved in this neighborhood; the City will save costs for improving landscapes near the softball field and receive ongoing revenue of \$1,900 per month to offset existing costs for recreational services.

FISCAL IMPACT

All costs for the project will be paid by Sprint. The City will receive \$1,900 per month, payable monthly, or \$22,800 per year. The rent will be adjusted annually by the Consumer Price Index (CPI), with an increase cap of 8% and floor of 3%. Over the maximum twenty-year term, the City would receive \$632,833 in revenue, assuming an increase based upon a 3% CPI in years 1 through 10 and 4% in years 11 through 20. Payments will be due on the earlier of the first day of the first month Sprint has obtained all permits and approvals that will allow the installation of the communications facility or twelve months after the execution of the lease agreement. These funds will help offset existing expenses in the provision of recreation services for Sunnyvale. These funds will not be available to expand services to the community.

PUBLIC CONTACT

Community Meetings:

The Applicant and the Parks and Recreation Department staff held two community meetings on February 1, 2007 and February 3, 2007.

Parks and Recreation Commission Public Hearing:

The Parks and Recreation Department also held a noticed public hearing on March 14, 2007.

Planning Commission Public Hearing:

The Use Permit was reviewed by the Planning Commission in a noticed public hearing conducted on June 25, 2007.

Current Public Contact:

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

ALTERNATIVES

1. Council approve the proposed lease agreement between the City and Sprint, subject to Sprint applying for and obtaining all required building safety permits.
2. Council not approve the proposed lease agreement.

RECOMMENDATION

Staff recommends Council approve Alternative 1: Council approve the proposed lease agreement between the City and Sprint, subject to Sprint applying for and obtaining all required building safety permits.

The Parks and Recreation Commission recommended that the Planning Commission approve Sprint's Use Permit for this project. The Planning Commission adopted Sprint's Negative Declaration and approved the related Use Permit.

With the completion of this project, telecommunications will be improved in this neighborhood; the City will save costs for improving landscapes near the softball field; and the City will receive ongoing revenue of \$1,900 per month to offset existing costs for recreational services.

Reviewed by:

Cuong Nguyen, Director, Department of Information Technology
Prepared by: Cheryl Bunnell, Manager, IT Administration

Reviewed by:

David Lewis, Director, Department of Parks and Recreation

Approved by:

Amy Chan
City Manager

Attachments

- A. Lease between the City of Sunnyvale and Sprint Spectrum, L.P. of space on light standard at Washington Park.
- B. Administrative process for Cell Tower Requests

Attachment A

**LEASE BETWEEN CITY OF SUNNYVALE
AND SPRINT SPECTRUM, L.P.
OF SPACE ON LIGHT STANDARD
AT WASHINGTON PARK**

Dated _____, ("Effective Date") between **CITY OF SUNNYVALE**, a municipal corporation ("Lessor"), having its principal place of business at 456 West Olive Avenue, Sunnyvale, California, 94086, and **SPRINT SPECTRUM, L.P.**, a Delaware limited partnership, ("Lessee"), having its principal place of business at 12657 Alcosta Blvd. Suite 300, San Ramon, CA 94583 ("Lease").

1. **The Site.** Lessor is the record owner of that certain parcel of real property located in the State of California, County of Santa Clara, City of Sunnyvale, commonly known as Washington Park, 255 South Pastoria, also known as Assessor's Parcel No. 165-11-001 (the "Site"). The legal description of the Site is contained in Exhibit A attached to and incorporated in this Lease.

2. **Lease of the Premises.**
 - (a) **Premises.** Lessor hereby leases to Lessee and Lessee leases from Lessor that portion of the Site generally described as follows: approximately 224 square feet of ground space and space on the Existing Light Standard and New Light Standard (as those terms are defined herein) on which Lessee, upon obtaining all necessary permits, shall install, its planned air-conditioned equipment shelter, communications equipment, including without limitation a foundation, utility lines, transmission lines, electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefore ("Facilities"). Lessee shall also replace the existing light standard (the "Existing Light Standard") on the third base side of the ball field with a new light standard in the location set forth on Exhibit B ("New Light Standard") and place its antennas at approximately the fifty foot (50') level. The ground space, space on the New Light Standard for antennas, as well as riser, conduit and other space required for cable runs to connect its equipment and antennas, and together with all necessary non-exclusive licenses for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of Lessee are collectively the "Premises". A description of the Premises which shall be controlling in the event of any dispute is contained in Exhibit B attached to and incorporated in this Lease.
 - (b) **Improvements.** Upon Lessee obtaining all permits and approvals necessary for Lessee to be legally entitled to install the Facilities for providing telecommunications services at the Site, Lessee shall, in a timely fashion, install the Facilities in accordance with the plans attached as Exhibit B and any conditions of approval imposed through the permit process. Lessee shall obtain the consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed for any structural modifications required to accommodate the Facilities not shown in Exhibit B and for installation of any additional antennas on the New Light Standard, provided Lessor's consent shall not be required for Lessee to repair and replace its existing antennas with antennas of like kind. Lessee shall obtain all necessary governmental approvals and permits prior to installing equipment and antennas and shall provide Lessor with notice prior to the start of installation. Lessor (in its capacity as landlord only, and not in its capacity as a permit granting authority) agrees to cooperate with Lessee, at Lessee's sole cost and expense, with respect to obtaining any required zoning or other governmental approvals for the Premises and the Facilities and

contemplated use thereof. All Lessee contractors and subcontractors shall be duly licensed in the State of California.

- (c) **Construction of New Light Standard.** Following the full execution of this Lease, Lessee shall design, permit, construct and install the New Light Standard in accordance with Lessee's construction plans at the location shown on Exhibit B attached hereto. The New Light Standard shall be constructed in a good and workmanlike manner. Upon completion of the New Light Standard, Lessee shall remove from the Existing Light Standard the existing bank of field lights and securing and all other hardware associated therewith required to make the field lights operational ("Field Lights") and install such Field Lights on the New Light Standard at the location and height shown on Exhibit B. Lessor shall maintain title and ownership of the Field Lights.
- (d) **Transfer of New Light Standard.** Construction of the New Light Standard shall not interfere with the use of the Existing Light Standard as shown on Exhibit B by Lessor during the period of construction. When the New Light Standard is completed, Lessee shall be responsible, at Lessee's own cost and expense, for relocating the Field Lights. Lessee shall install Lessor's Field Lights at the same height and same position as existing lights on the Existing Light Standard regardless of the height of the New Light Standard to ensure the very precise lighting of the ball field. Within three (3) months of the completion of the New Light Standard, Lessee, at its own cost and expense, shall disassemble the Existing Light Standard at the Site and remove and dispose of it at which time said Existing Light Standard shall become the personal property of Lessee upon its removal from the Site. Upon completion of the construction of the New Light Standard and Lessor's reasonable acceptance thereof, Lessee shall transfer all of its right, title and interest in the New Light Standard to Lessor by providing Lessor with a Bill of Sale that both parties shall execute. A Bill of Sale that is substantially similar to the one Lessee will provide Lessor is attached hereto and incorporated herein as Exhibit C. Upon execution of the Bill of Sale evidencing the transfer of title, Lessor shall own the New Light Standard whereupon Lessor shall be solely responsible for the maintenance and repair thereof, including but not limited to changing out any and all future light standards and other routine repair and maintenance activities at Lessor's sole cost and expense. Lessee shall have no obligation to replace or repair the New Light Standard and no liability for failure to do so. Lessor hereby expressly covenants not to sue Lessee for any claims, injury and/or causes of action arising from or related to Lessor's failure to maintain, replace or repair the New Light Standard. Lessee agrees to repair and replace Lessor's Field Lights during the Term and any Renewal Term of the Lease as set forth in Paragraph 8 below.
- (e) **Use of New Light Standard by Lessor.** The New Light Standard shall have a load capacity sufficient to accommodate Lessee's antennas and the Field Lights of Lessor that are being relocated to or installed on the New Light Standard. Lessee, at its own cost and expense, shall be responsible for any load capacity or other engineering studies required in connection with the initial installation of Lessee's equipment and Lessor's Field Lights. The parties acknowledge that Lessor shall have the right to install new equipment on the New Light Standard and to lease space on the New Light Standard to other communications users provided, however, that Lessee shall not be responsible for additional load studies or increasing the load capacity of the New Light Standard to accommodate any such new user, and further provided, that such new equipment or user shall not interfere with Lessee's then existing equipment as set forth in Paragraph 9 below, and Lessee shall not be required to move its equipment to accommodate any such new equipment or user. Lessor shall not be required to provide Lessee with any compensation for exercising Lessor's right to lease space of the New Light Standard to other communications providers.

3. **Rent.**

(a) **Initial Term Rent.** Lessee shall pay to Lessor as base rent the sum of One Thousand Nine Hundred and no/100 Dollars (\$1,900.00) per month ("Rent") during the initial Term (as that term is defined below) of this Lease, due and payable on the first day of each month, in advance, beginning with the Commencement Date (as that term is defined below). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term (as that term is defined below) shall be prorated.

(b) **Utility Service.** Lessee shall be solely responsible, at Lessee's cost and expense, for the installation, maintenance, repair, and replacement of any utility service to be provided for Lessee's use of the Premises. Lessee shall be solely responsible for payment of all utility service rendered in connection with such use and shall be responsible for the installation, maintenance, repair, and replacement (if necessary) of metering equipment on the Premises to separately measure the utility service of Lessee on the Site, as distinguished from utility service furnished on the Site to Lessor and other users.

In connection therewith, Lessor hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of Lessor's Site as necessary or desirable therefore. Lessor agrees to sign such documents or easements, at no cost to Lessor or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Lessor and the servicing utility company.

(c) **Annual Adjustment to Rent.** The Base Rent shall be increased annually on each anniversary of the Commencement Date (as defined below) of this Lease (the "Adjustment Date(s)"), including during any option period, to an amount equal to \$1,900.00 multiplied by a fraction, the numerator of which is the Consumer Price Index, All Urban Consumers (CPI-U), San Francisco-Oakland-San Jose Area, All Items (standard reference base period 1982-84 = 100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index") as of the month immediately preceding the current Adjustment Date, and the denominator of which is the Index as of the month immediately preceding the Commencement Date; provided, however, that regardless of whether or not and the extent to which the CPI-U increases between the Commencement Date and the Adjustment Date, the rent shall not increase more than eight percent (8%) nor less than three percent (3%) on any Adjustment Date. If the Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

(d) **Adjustment to Rent for Expansion of Premises.** In the event Lessee desires to expand the square footage of the ground space included in the Premises beyond that shown on Exhibit B, rental shall be increased in proportion to the extra square footage included in the revised Premises upon Lessor's written approval to expand the ground space. Adjustment to rent shall be effective upon the first day of the month following completion of such expansion.

(e) **Extension Term Rent.** In the event Lessee exercises its option for the first or any subsequent extension term, the same terms and conditions for annual rent increases shall apply.

4. **Term of Lease.** This Lease shall be for an initial term of ten (10) years ("Term") commencing on the Commencement Date (as that term is defined below). Lessee shall have the right to extend its tenancy beyond the initial Term for two (2) additional successive optional extension terms of five (5) years each on the same terms, covenants and conditions (except as to the number of remaining option terms) as are contained in this Lease. The Term will be automatically renewed for two (2) additional terms of five (5) years each (each a "Renewal

Term"), unless Lessee provides Lessor with notice of its intention not to renew at least sixty (60) days prior to the expiration of the initial Term or any Renewal Term.

5. **Commencement Date; Governmental Permits; Due Diligence Period.** The initial Term of this Lease shall commence on the earlier to occur of either the first day of the first month following Lessee's notice to Lessor in writing that Lessee has obtained all permits and approvals necessary for Lessee to be legally entitled to install its communications facilities for providing telecommunication services at the Premises, or twelve (12) months after the Effective Date. (the "Commencement Date"). Lessee shall be permitted to occupy the Premises and commence installation of the Facilities upon receipt of all such permits and approvals and notice to Lessor as required in Section 2. Beginning on the Effective Date and continuing until the Commencement Date ("Due Diligence Period"), Lessee shall only be permitted to enter the Site for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Lessee may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Lessee determines, during the Due Diligence Period, that the Premises are not appropriate for Lessee's intended use, or if for any other reason, or no reason, Lessee decides not to commence its tenancy of the Premises, then Lessee shall have the right to terminate this Agreement without penalty upon written notice to Lessor at any time during the Due Diligence Period and prior to the Term Commencement Date. Lessor and Lessee expressly acknowledge and agree that Lessee's access to the Site during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Lessee shall not be considered an owner or operator of any portion of the Site, and shall have no ownership or control of any portion of the Site (except as expressly provided in this Paragraph 5), prior to the Term Commencement Date.
6. **Use of the Premises.** Lessee shall use the Premises as one of Lessee's communications sites (a "Telecommunications Site") comprising a component of Lessee's network (the "System") for furnishing telecommunications services that Lessee is legally authorized to provide during the term of this Lease provided, however, Lessee will not use the Premises in a manner that would conflict with any existing users, subject to Paragraph 9 below. A Telecommunications Site is a site at which radio, telephone and communications equipment and antennas are installed and used to send and receive radio signals to and from wireless communications devices and to connect those signals to radio, telephone, or other communications facilities either directly, by means of cables, or indirectly, by means of transmitting and receiving facilities (including microwave antennas) located at the Telecommunications Site. Lessee shall not use the Premises for any other purposes without the written consent of Lessor.
7. **Access; Utilities.** Lessor hereby grants to Lessee for the duration of this Lease, or any extensions thereof, a non-exclusive, irrevocable license, in and over the common areas at the Site and the following portions of the Site (collectively the "Access Areas"): All areas providing physical access to or from the Premises by personnel and equipment from the nearest public right-of-way and utilities from the nearest service, including, but not limited to, walkways, staircases, and ladders; the roof of any building on which Lessee's equipment is installed; and all utility ducts and conduits (including telephone, cable, or other conduits) and any other means by which heat, ventilation, air conditioning, power, communications signals, installation, service, and maintenance personnel, and any and all other products and/or services may be delivered to or from the Premises. The rights granted to Lessee herein are for the purpose of installing, constructing, maintaining, restoring, replacing, repairing and operating Lessee equipment located within or on the Premises or such Access Areas, including, in the case of an emergency, the right to install temporary facilities required to maintain continuous operation of the Telecommunications Site including a fuel-powered electrical generator. Such rights shall include the right of ingress and egress, twenty-four

(24) hours per day, seven (7) days per week over such Access Areas for access to or from any of Lessee's equipment.

8. **Responsibility of Lessee for Maintenance of New Light Standard and Damage to Access Areas, Facilities and Equipment.** Lessee agrees to perform the following:

- (a) Provide a minimum of one (1) week's written notice to the Director of Parks and Recreation of Lessor ("the Director") prior to the planned installation of equipment.
- (b) Provide a minimum of 48 hours telephone notice to the Parks Division at 408-730-7506 prior to any routine maintenance of the Facilities or Field Lights to be undertaken by Lessee, its employees, agents, servants, contractors or subcontractors, or any of their employees, agents or servants, except in an emergency. In case of emergency, Lessee shall make reasonable efforts to notify Lessor prior to entering the Premises and shall advise Lessor of any such entry promptly thereafter.
- (c) Provide immediate written notice to the Director whenever Lessee, its employees, agents, servants, contractors or subcontractors, or any of their employees, agents, or servants causes damages to the Access Area or any portion thereof.
- (d) Provide for repair and/or repainting of any portion of the facility, including the structure housing Lessee's communications equipment, which is vandalized with graffiti, obscene or offensive language, logos, gang-related markings, etc. Such repair or repainting shall occur within one (1) week of written notice provided by the Director to the Lessee.
- (e) Change the bulbs and/or light equipment related to the Field Lights on the New Light Standard on which Lessee's antennas are located as needed each year to be completed within seven (7) working days of written notice provided by the Parks Division to the Lessee. Lessor will provide the bulbs and/or light equipment at Lessor's sole cost and expense. Lessee shall ensure that the bulbs are aligned per current alignment on the Existing Light Standard to provide acceptable light coverage on the ball field. Lessor hereby agrees to indemnify, defend and hold Lessee harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the failure of the Field Lights to operate, including but not limited to the failure of the bulbs and/or light equipment to operate, on the Existing Light Standard and/or New Light Standard.

In the event that Lessee or any of its employees, agents, servants, contractors or subcontractors, or any of their employees, agents, or servants causes damage to the Access Areas or any portion thereof, Lessee shall be responsible to Lessor for such damage. Not later than seven (7) days after written direction by the Director to repair such damage, Lessee shall complete the repair to the reasonable satisfaction of the Director. If the magnitude of the repair is such that it cannot be satisfactorily completed within seven (7) days, Lessee may, within said seven (7) day period request the Director in writing for an extension of time to complete the repairs, not to exceed thirty (30) days. The Director shall not unreasonably withhold, condition or delay approval of such extension.

In the event that Lessee fails to make timely and satisfactory repairs to the damage to the Access Area as required by this Agreement, the Director may, at his option, either direct the repair either to be performed by Lessor's forces, or by private contractor pursuant to public bidding process, subject to applicable laws pertaining to public bidding on public works contracts. If the Director directs the repairs to be made, Lessee shall be

responsible for all costs of repair and shall reimburse Lessor for such reasonable costs within thirty (30) days of presentation of invoice setting forth such costs.

Upon execution of this Lease, Lessee shall deliver to Lessor and shall maintain in full force and effect a surety bond in the amount of sixty-five thousand and no/100 dollars (\$65,000.00) to guarantee the faithful performance of the obligations set forth in this Paragraph 8 of this Lease and the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought on the bond. A corporate surety authorized to engage in a surety business in California shall issue the bond.

9. Protections Against Interference.

(a) Lessee agrees to install, maintain, and operate its equipment in a manner which does not interfere with the operation of Lessor's and any other existing users' properly operated communication equipment existing at the Site as of the Effective Date of this Lease. Prior to installation of any of Lessee equipment, Lessee shall, at its own cost and expense, be responsible for conducting any interference and compatibility testing necessary to determine the compatibility of Lessee's, Lessor's, and any existing users' equipment as of the Effective Date of this Lease. Any such testing shall be conducted by a qualified third party electrical engineering firm that is reasonably acceptable to Lessor, Lessee, and any existing users. Lessee will cooperate with Lessor and any existing users to resolve any interference resulting from the operation of Lessor's, any existing users', and Lessee's equipment provided it predates Lessee's installation. If such interference cannot be promptly resolved, in spite of the fact that all parties are operating within their duly assigned frequencies and in accordance with FCC rules and regulations, then Lessee agrees, at its own cost and expense, to take such action as is necessary to eliminate the interference and to cease operation of its equipment until the interference is eliminated, except for brief tests necessary for elimination of the interference.

(b) Lessor shall provide Lessee with notice of any proposed installation of communication antennas on the Site. Such notice shall include technical information from the party proposing such installation that is sufficient for Lessee to determine whether the installation will interfere with Lessee's operation. Lessee shall advise Lessor within thirty (30) days after receipt of such notice whether, in Lessee's reasonable discretion, the proposed use may cause any interference with Lessee's operation of the Facilities. Lessor will not grant a lease to any party for use of the Site nor materially modify its use of the Site, except for a modification required for the public health and safety emergency communications services provided by Lessor, if such new use would interfere with Lessee's operation of the Facilities or diminish Lessee's signal quality, coverage or capacity for the area serviced by the Telecommunications Site. Any future use of the Site which permits the installation of communication equipment, unless it is a use by Lessor required for emergency communications provided for the public health and safety and modified or alternate installations are not possible, shall be conditioned upon not interfering with Lessee's operation of the Telecommunications Site. Lessee shall not be required to modify the Telecommunications Site to prevent interference with any new communications use of the Site, unless the new communications use is by Lessor and is required to provide for public health and safety and alternate or modified installations are not possible, so long as Lessee operates the Telecommunications Site within its assigned frequencies and in compliance with all applicable FCC rules and regulations.

10. Damage and Destruction. If the premises are, in whole or in part, damaged or destroyed, then:

(a) If wholly damaged or destroyed so that all of the Premises are rendered unusable as a Telecommunications Site, then upon either party's election and notice to the other party, which notice must be delivered within thirty (30) days of such damage or

destruction, this Lease shall then terminate and Lessee shall be liable for the rent only up to the time of such destruction and any rent prepaid by Lessee shall be returned pro rata to Lessee.

- (b) If the Premises are only partially damaged or destroyed and the Premises are still usable as a Telecommunications Site, (or if neither party shall elect to terminate this Lease pursuant to (a) above), Lessor shall, within a reasonable time, repair the Premises with a reasonable reduction of rent from the time of such partial destruction until the Premises are again as fully usable by Lessee as they were before such partial damage or destruction; provided, however, that unless such partial damage or destruction is caused by Lessor, Lessor's agents or employees, Lessor shall be obligated to repair or replace the Premises only, excluding Lessee improvements constructed, installed, or placed on to the Premises by Lessee. If such partial damage or destruction shall occur within three (3) months prior to the expiration of the Lease term or any extension term, then this Lease, if either Lessor or Lessee so elects, shall then terminate and Lessee shall be liable for rent only up to the time of such damage or destruction and any rent prepaid by Lessee shall be returned pro rata to Lessee. A decision as to whether destroyed Premises (or condemned Premises for purposes of Section 10) are still usable as a Telecommunications Site, shall be reasonably made jointly by Lessee and Lessor and, if they cannot agree, by an arbitrator reasonably acceptable to both parties. The foregoing notwithstanding, Lessee may reoccupy the Premises for operation of the Telecommunications Site in the event the Premises are rebuilt within eighteen (18) months of any such damage or destruction.

11. **Condemnation.** If all or part of the Premises is taken by condemnation such that the Premises are no longer usable as a Telecommunications Site, this Lease shall terminate unless Lessee's equipment can be relocated to another position at the Site acceptable to Lessor and Lessee. Lessee shall be entitled only to that portion of the proceeds of condemnation that are directly attributable to the value and cost of relocation of Lessee's equipment.

12. **Need to Prevent Unsupervised Access.** Lessee equipment is highly sensitive and is subject to federal requirements such that any entry on to the Premises be restricted. Accordingly, Lessor shall not enter the Premises (other than in an emergency) unless it has given Lessee twenty-four (24) hours' actual notice and is accompanied by Lessee or Lessee's employee, agent or contractor. In case of emergency, which Lessor reasonably determines, in its reasonable discretion, to be attributed to the Facilities, Lessor must immediately notify Lessee orally and Lessee will act diligently and expediently to remedy the emergency situation. (Property Services Hotline: 800-357-7641, 7 am to 6 pm Central Time; after hours emergencies call the NOCC: 888-859-1400). Should Lessee fail to remedy the emergency situation as soon thereafter as practicable and only if the emergency poses an immediate threat to either life, human safety or is likely to result in significant property damage, then Lessor may enter the Premises to take whatever commercially reasonable action is necessary in order to avoid the consequence of the emergency situation; provided, however, Lessor must not: (i) interfere with the Facilities in any way; (ii) move or remove the Facilities; (iii) disconnect the power or any other utilities or services serving the Facilities; (iv) make any repairs to the Facilities; or (v) otherwise make contact with the Facilities. Immediately following entry by Lessor, Lessor must notify Lessee orally and followed promptly by written notice, that Lessor entered the Premises and describe the actions taken by Lessor at the Premises due to the emergency. Lessor will be responsible for any damage to the Facilities resulting from Lessor's entry. Except in the event of such an emergency situation, Lessor agrees that it will not enter the Site without a representative of Lessee being present.

A spare key to Lessee's equipment room shall be kept in a locked box in Lessor's dispatch office for use by Lessor in an emergency situation.

13. **Termination by Lessee.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows:
- (a) by Lessee upon a default of any covenant or term hereof by the Lessor, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the Lessor has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or
 - (b) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities; or
 - (c) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or
 - (d) by Lessee if any environmental report for the Premises reveals the presence of any Hazardous Material after the Term Commencement Date; or
 - (e) by Lessee if Lessee determines that the Site is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or
 - (f) by Lessee if the Lessor fails to deliver to Lessee an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraph 31 below.
14. **Termination by Lessor.** Lessor may terminate this Lease upon the occurrence of any of the following:
- (a) failure by Lessee to pay any rent required hereunder when due if such failure shall continue for more than ten (10) business days after delivery to Lessee of written notice of such failure to make timely payment more than twice in any one calendar year; or
 - (b) failure by Lessee to comply with any material term, condition or covenant of this Lease, other than the payment of rent, if such failure is not cured within sixty (60) days after written notice thereof to Lessee, or in the event of a cure which requires in excess of sixty (60) days to complete, if Lessee has not commenced such cure within sixty (60) days of such notice and is not diligently prosecuting said cure to completion. Lessor shall have the right to cure any default by Lessee following such notice and cure period provided Lessor has given Lessee an additional five (5) business days prior written notice prior to undertaking such cure. Lessee shall pay the reasonable costs of such cure with the next rent due hereunder upon presentation of an accounting of such costs by Lessor.
15. **Warranties and Covenants of Lessor.** Lessor warrants and covenants that:
- (a) Lessor has legal right to possession of the Premises and the power and the right to enter into this Lease and that Lessee, upon the faithful performance of all of the terms, conditions, and obligations of Lessee contained in this Lease, shall peaceably and quietly hold and enjoy the Premises upon the terms, covenants, and conditions set forth in this Lease throughout the term of this Lease and any extensions thereof;
 - (b) Lessor shall deliver the Premises to Lessee clean and free of debris on the Commencement Date and shall maintain the Site in a manner which will not interfere with Lessee's use of the Premise as contemplated hereby;
 - (c) Lessor shall make available to Lessee at the Premises, all presently existing utility services required by Lessee for purposes of the operation of Lessee's equipment at the Premises, provided that Lessee may at its own expense (or Lessor may, if Lessee so requests, at Lessee's expense) install any and all additional utility service facilities which are so required;

- (d) Lessor shall, during the term hereof, make payment of all real property taxes and general and special assessments levied against the Site and the Premises which it has the duty to pay within the time allowed by the taxing authorities in order to avoid penalty;
 - (e) Lessor shall maintain, at its expense throughout the term of this Lease, a policy of property insurance for perils usual to a standard "all risk" insurance policy in an amount equal to the full replacement cost of the Premises and all improvements now or hereafter located on the Site, excepting Lessee's equipment, personal property, and trade fixtures. Said policy shall name Lessee as an additional insured; and
 - (f) Subject to the provisions of Section 7 above, Lessee shall have access to the Premises from the nearest public way at all times.
16. **Warranties and Covenants of Lessee.** Lessee warrants and covenants that throughout the term of this Lease, Lessee shall maintain comprehensive general liability insurance, with a single combined limit of \$1,000,000, insuring against claims arising out of and in connection with Lessee's use or occupancy of the Premises. Said policy shall name Lessor as an additional insured. Lessee shall also maintain a standard "all risk" property insurance policy on all its Facilities on or about the Premises. Lessee shall furnish Lessor with a Certificate indicating the applicable coverage, upon request. Lessee shall maintain the Premises in a clean, safe, and sanitary condition throughout the Lease Term.
17. **Liability and Indemnification.** Lessee shall at all times comply with all laws, ordinances, rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, height, location, use, operation, and removal of Facilities authorized herein, and shall indemnify Lessor against any claim which may be sustained or incurred by Lessor as a result of Lessee's negligent installation, operation or removal of such Facilities, except to the extent caused by the negligence or intentional misconduct of Lessor, Lessor's agents, employees or contractors. Each party hereunder shall indemnify, hold harmless and defend the other party from any claim (including reasonable attorneys' fees and costs) arising out of the breach of any covenant or warranty made under this Lease. Except for the acts or omissions of Lessor and Lessor's agents or employees, Lessor shall not be liable to Lessee for any loss or damages arising out of personal injuries or property damage on the Premises. A party's obligation under this paragraph to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the indemnified party.
18. **Surrender.** Upon termination of this Lease, Lessee shall remove the equipment installed at the Premises by Lessee and shall surrender the Premises in as good order and condition as when first occupied by Lessee, wear and tear and damage by fire or other casualty excepted.
19. **Title To and Removal of Lessee's Equipment.** Title to Lessee's Facilities shall be and shall remain the personal property of Lessee, and are not fixtures. Lessee may, at any time, including any time it vacates the Premises, remove the Facilities from the Premises.
20. **Holding Over.** If Lessee holds over after this Lease has been terminated, the tenancy shall be month-to-month, subject to the provisions of this Lease.
21. **Assignment and Subletting.** Lessee shall not assign, sublet or otherwise transfer or encumber all or any part of Lessee's interest in this Lease without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Notwithstanding the foregoing, Lessee may assign or sublet this Lease or the Premises, or any portion thereof, without Lessor's consent, to any entity which controls, is controlled by, or is under the common control with Lessee, or to any entity resulting from any merger or consolidation with Lessee, or to any affiliate of Lessee. Should Lessor sell, lease, transfer or otherwise convey all or any part of the Site to any transferee other than Lessee, then such transfer shall be subject to this Lease and all of Lessee's rights hereunder and the rights of Lessee to the Access Areas.

22. **Notices and Other Communications.** Every notice required by this Lease shall be delivered either by (i) personal delivery (including delivery by an overnight courier service which obtains confirmation of receipt) or (ii) postage prepaid, return receipt requested, certified mail, addressed as set forth below:

(a) to the Lessee at:

Sprint Nextel Property Services
Mailstop: KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

and, with a mandatory copy addressed to Lessee at:

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

(b) to the Lessor at:

City of Sunnyvale
650 West Olive Avenue
Sunnyvale, CA 94086
Attention: Manager, Information Technology Services, or

(c) at such other address as the intended recipient shall have designated by written notice.

Notice is deemed delivered as of the date the notice is signed for on the confirmation of receipt or return receipt card.

23. **Mutual Release; Waivers of Subrogation.** The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the Premises and other improvements in which the Premises are located, and to the fixtures, personal property, Lessee improvements, and alterations of either Lessor or Lessee in or on the Premises and other improvements in which the Premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease.

24. **Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (defined herein) on, under, about or within the Site in violation of any law or regulation. Lessor represents, warrants, and agrees:

(a) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Site in violation of any law or regulation; and

(b) that Lessor will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation.

Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section,

"Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

25. **Confidential Information.** In connection with this Lease, and in connection with Lessor's access to the Premises under the terms of this Lease, Lessee has or may disclose to Lessor certain information which is non-public, confidential and/or proprietary in nature, including, without limitation, Lessee's equipment specifications, equipment configuration, frequencies in use and schedules of operation. Such information, together with the terms and conditions of this Lease, and any studies or documents prepared in connection with this Lease which contain or otherwise reflect such information, are referred to in this Lease as "Confidential Information". Lessor shall not disclose the Confidential Information to any third party without the express written authorization of Lessee; provided, however, that Lessor may disclose the Confidential Information:

- (a) as required by law;
- (b) in confidence, to legal counsel, technical consultants of Lessor, financing sources and prospective purchasers of the Property all with a need to know such information; or
- (c) in connection with the enforcement of this Lease.

Notwithstanding the foregoing, any information made a matter of public record through recordation of a Memorandum of Lease, or similar document, shall not be regarded as Confidential Information. Lessor acknowledges and agrees that a breach of this Section will result in irreparable and continuing damage to Lessee, for which there will be no adequate remedy at law, and in the event of such a breach or a threatened breach, Lessee will be entitled to injunctive relief and/or a decree of specific performance, and all such other relief as may be legally available to Lessee.

26. **Waivers.** Any waiver of any right under this Lease must be in writing and signed by the waiving party.

27. **Written Agreement to Govern.** This Lease is the entire understanding between the parties relating to the subjects it covers.

28. **Attorneys' Fees.** The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such action or proceeding from the other party.

29. **FCC Compliance.** Lessee shall be responsible for determination and compliance with all FCC requirements concerning RF emissions and standards relating to Lessee's Facilities. Lessee shall be fully and exclusively liable for any damages resulting from failure to comply with such requirements and standards caused by Lessee's Facilities, including all labor and equipment costs for determining the amount of emissions, all costs associated with eliminating excessive emissions, including, but not limited to, filtering, installing cavities, installing directional antennas, powering down systems, and engineering analysis, and all costs arising from third party claims against the Lessor attributable to emission non-compliance of Lessee's Facilities.

30. **Tower Marking and Lighting Requirements.** Lessor is responsible for compliance with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC for the New Light Standard. Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements. Should Lessee be cited because the New Light Standard is not in compliance and should Lessor fail to cure the conditions of noncompliance, Lessee may either terminate this Agreement or proceed to cure the conditions of noncompliance at Lessor's expense, which

amounts may be deducted from (and offset against) the Rent and any other charges or amounts due, or coming due, to Lessor.

31. **Further Assurances.** In addition to the actions specifically mentioned in this Lease, the parties shall each do whatever may be reasonably necessary to accomplish the transactions contemplated in this Lease including, without limitation, execution of all applications, permits and approvals required of Lessor for installation of the Facilities at the Premises by Lessee; cooperation in obtaining Non-Disturbance Agreements from holders of senior encumbrances on the Site; and execution of IRS Form W-9 by Lessor and a Memorandum of this Lease in a form appropriate for recording in the county in which the Premises are situated and attached hereto as Exhibit D.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first set forth above.

SPRINT SPECTRUM, L.P.,
a Delaware limited partnership

CITY OF SUNNYVALE, California, a
municipal corporation

By: _____

By: _____

Title: _____

Amy Chan
Title: City Manager
Federal Tax ID No: 946-000-438

Date: _____, 2008

Date: _____, 2008

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SCHEDULE OF EXHIBITS

- Exhibit A (the "Site")
- Exhibit B (the "Premises).
- Exhibit C Bill of Sale
- Exhibit D Memorandum of Lease
- Form W-9

EXHIBIT A

DESCRIPTION OF SITE

to the Lease Agreement dated _____, by and between City of Sunnyvale, California, a California municipal corporation, as Lessor, and Sprint Spectrum, L.P., a Delaware limited partnership, as Lessee.

The Site is described and/or depicted as follows:

Assessor's Parcel Number: 165-11-001

DESCRIPTION:

The land referred to herein is situated in the State of California, County of Santa Clara, City of Sunnyvale, and is described as follows:

PARCEL ONE:

LOT SEVENTEEN (17) OF THE JAMES T. MURPHY SUBDIVISION NO. 1 A PART OF THE RANCHO PASTORIA DE LAS BORREGAS ACCORDING TO A MAP THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK "H" OF MAPS AT PAGE 95.

PARCEL TWO:

BEGINNING AT A POINT IN THE CENTER OF PASTORIA AVENUE, SAID POINT BEING THE COMMON CORNER OF LOTS NINE (9), TEN (10), SEVENTEEN (17) AND EIGHTEEN (18) OF THE JAMES T. MURPHY SUBDIVISION NO. 1, A PART OF THE RANCHO PASTORIA DE LAS BORREGAS ACCORDING TO A MAP THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK "H" OF MAPS AT PAGE 95; RUNNING THENCE S. 14° 52' W. ALONG THE DIVIDING LINE BETWEEN SAID LOTS NINE (9) AND EIGHTEEN (18) FOR A DISTANCE OF NINETY-THREE AND 36/100 (93.36) FEET; THENCE N. 75° 8' W. AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT EIGHTEEN (18) A DISTANCE OF ELEVEN HUNDRED AND SIXTY-SIX AND 48/100 (1166.48) FEET TO THE WESTERLY LINE OF SAID LOT EIGHTEEN (18); THENCE N. 14° 52' E. ALONG SAID WESTERLY LINE OF LOT EIGHTEEN (18) FOR A DISTANCE OF NINETY-THREE AND 36/100 (93.36) FEET TO THE MOST WESTERLY COMMON CORNER OF SAID LOTS SEVENTEEN (17) AND EIGHTEEN (18); THENCE S. 75° 8' E. ALONG THE DIVIDING LINE BETWEEN SAID LOTS SEVENTEEN (17) AND EIGHTEEN (18) FOR A DISTANCE OF ELEVEN HUNDRED AND SIXTY-SIX AND 48/100 (1166.48) FEET TO THE POINT OF BEGINNING, BEING THE NORTHERLY ONE-QUARTER OF SAID LOT EIGHTEEN (18) OF THE JAMES T. MURPHY SUBDIVISION NO. 1.

APN: 165-11-001

Lessor's Initials _____

Lessee's Initials _____

EXHIBIT B

DESCRIPTION OF PREMISES

to the Lease Agreement dated _____, by and between City of Sunnyvale, California, a California municipal corporation, as Lessor, and Sprint Spectrum, L.P., a Delaware limited partnership, as Lessee.

The Premises consist of those specific areas described on the attached document where Lessee's communications antennae, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Real Property.

[Attach copies of Sprint drawings to this exhibit]

Lessor's Initials _____

Lessee's Initials _____

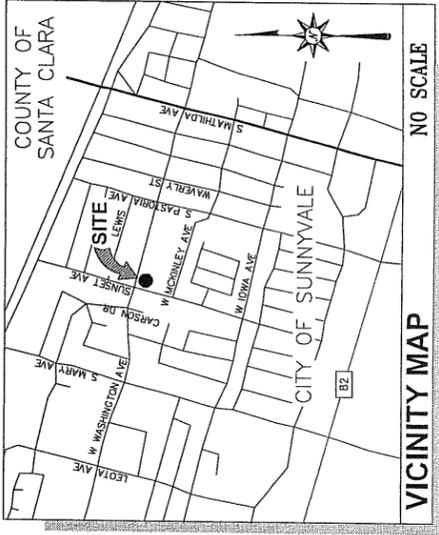


Together with NEXTEL

WASHINGTON PARK LIGHT STANDARD

SF60XC820-B

255 S. PASTORIA AVENUE, SUNNYVALE, CA 94086



ARCHITECT/ENGINEER Diamond Engineering Services 100 Tower Road Suite 16 American Canyon, CA 94503 O: (707) 320-9384 contact: Eric Uhrenholt, P.E.	ELECTRICAL ENGINEER Randall Lamb 208 Utah Street San Francisco, CA 94103 O: (415) 512-9771 contact: Rudy Zepeca
SURVEYING Evans Survey & Engineering 420 Union Avenue Fairfield, CA 94533 O: (707) 426-4709 contact: Dennis Wood	

CONSULTANT TEAM

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS NOT REQUIRED. IN ACCORDANCE WITH CALIFORNIA STATE ADMINISTRATIVE CODE, PART 2, TITLE 24, SECTION 11058.3.4.2, EXCEPTION 1.

SITE NAME: WASHINGTON PARK LIGHT STANDARD	SITE NUMBER: SF60XC820-B
SITE ADDRESS: 255 S. PASTORIA AVENUE SUNNYVALE, CA 94086	OWNER: CITY OF SUNNYVALE 305 W. OLIVE AVE. SUNNYVALE, CA 94087 Contact: Dept. of Parks & Recreation
APPLICANT: SPRINT NEXTEL CORPORATION 12657 ALCOSTA BLVD., #300 SAN RAMON, CA 94563 Contact: Corey Alvin Phone No. (415) 760-9763	A.P.N.: 165-11-001
OCCUPANCY: B	TYPE OF CONST.: V-NR
DATUM POINTS NAD 83 DATUM	PROJECT SUMMARY
LATITUDE: N 37°22'39.72"	
LONGITUDE: W 122°02'31.54"	

PROJECT DESCRIPTION:
THE PROPOSED NEW EQUIPMENT SHALL BE INSTALLED INSIDE A NEW CMU EQUIPMENT SHELTER AND ANTENNAS SHALL BE MOUNTED ON A NEW LIGHT POLE AS GENERALLY SHOWN UPON THIS PLAN.

SHT. NO.	DESCRIPTION
T1	TITLE SHEET
LS1	SITE SURVEY
L1	IRRIGATION PLAN
L2	LANDSCAPE PLAN
A1	SITE PLAN
A2	ENLARGED PLANS & DETAILS
A3	PROPOSED WEST ELEVATION
A4	PROPOSED NORTH ELEVATION
S1	GENERAL NOTES AND STRUCTURAL PLANS
S2	STRUCTURAL ELEVATIONS AND DETAILS
E1	SINGLE LINE DIAG. PANEL SCHDL. GEN. NOTES
E2	ELECTRICAL PLANS AND LIGHTING PLAN
E3	GROUNDING DETAILS
E4	GROUNDING DETAILS, GROUNDING NOTES
E5	TITLE 24 CALCULATIONS
M1	MECH. PLAN, SCHEDULE, DETAILS, NOTES
M2	MECHANICAL TITLE 24

SHEET INDEX

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 APPLICABLE VERSION OF THESE CODES.

- CALIFORNIA ADMINISTRATIVE CODE (INCL. TITLES 24 & 25)
- UNIFORM BUILDING CODE 1997 / CALIFORNIA BUILDING CODE 2001
- UNIFORM MECHANICAL CODE 2006 / CALIFORNIA MECHANICAL CODE 2001
- ANSI/ISA-225.1 LIFE SAFETY
- UNIFORM PLUMBING CODE 2006 / CALIFORNIA PLUMBING CODE 2001
- NATIONAL ELECTRIC CODE (NEC) 2002
- CALIFORNIA ELECTRIC CODE (CEC) 2004
- LOCAL BUILDING CODE
- CITY/COUNTY ORDINANCES

CODES & REGULATIONS

Diamond
Engineering
Services

100 TOWER RD, SUITE 16
AMERICAN CANYON, CA 94503
Tel: (707) 320-9384
Fax: (707) 320-2826



Together with NEXTEL
12657 ALCOSTA BLVD. #300
SAN RAMON, CA 94583
PHONE (925) 279-2300
FAX (925) 279-2683

WASHINGTON PARK
LIGHT STANDARD
SF60XC820-B
255 S. PASTORIA AVE.
SUNNYVALE, CA 94086
SANTA CLARA COUNTY

PLAN APPROVAL	DATE
LEASING	
ZONING	
RF	
CONSTR.	
INTER CONN.	
TAG	
OWNER	

PROJECT # SF60XC820-B

DRAWN BY AM

CHECKED BY EKU

NO	DATE	ISSUE
1	01/18/07	90% ZD
2	09/07/07	90% CD
2	09/27/07	100% CD

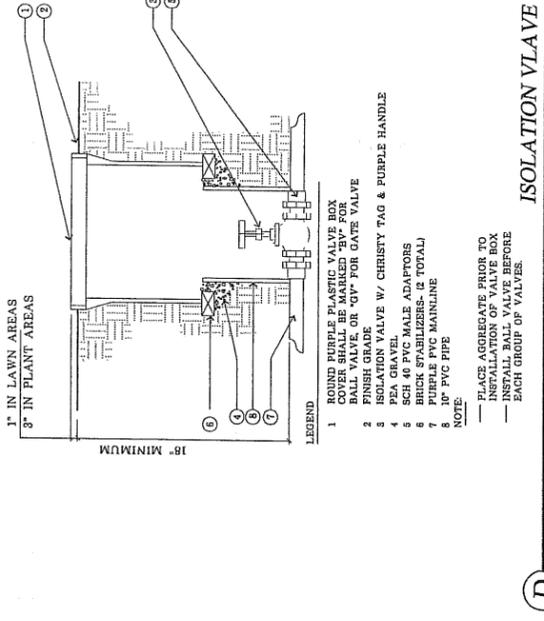
TITLE SHEET

T1

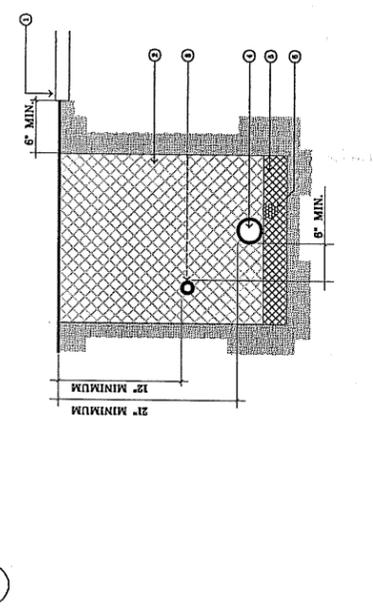
D.E.S. PROJECT# SN0107016

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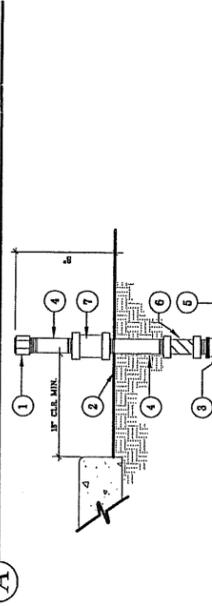
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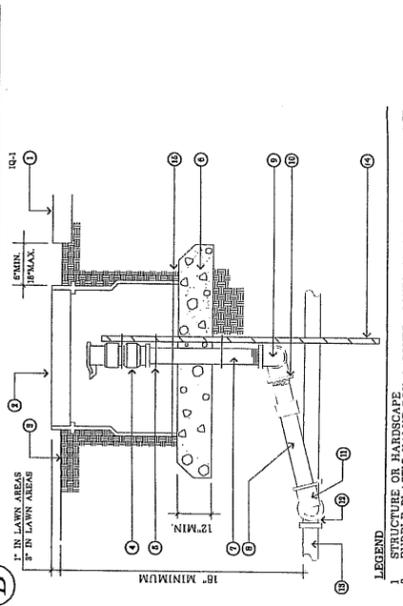
ISOLATION VALVE



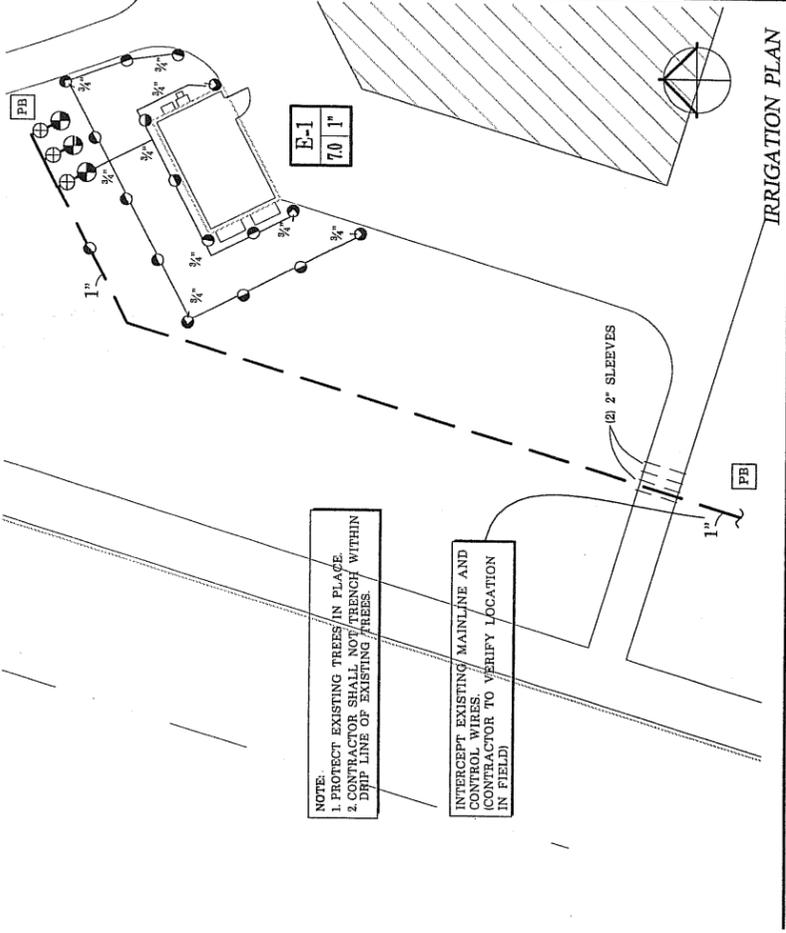
REMOTE CONTROL VALVE



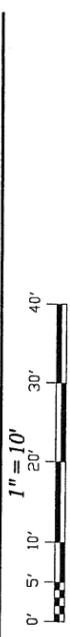
BUBBLER



QUICK COUPLER



IRRIGATION PLAN



IRRIGATION LEGEND

- RAINBIRD 1401 BUBBLER 0.25 GPM
- RAINBIRD 1\"/>

IRRIGATION NOTES

- 1 INSTALL ALL IRRIGATION COMPONENTS ACCORDING TO LOCAL CODES AND ORDINANCES.
- 2 THE CONTRACTOR SHALL OBTAIN, COORDINATE AND PAY FOR ANY AND ALL PERMITS AND ALL INSPECTIONS AS REQUIRED.
- 3 THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY ENCROACHMENT INTO ADJACENT PROPERTY, R.O.W.'S, EASEMENTS, SETBACKS OR ANY OTHER LEGAL PROPERTY RESTRICTIONS EITHER ENCROACHMENT INTO ADJACENT PROPERTY, R.O.W.'S, EASEMENTS, MARKED OR UNMARKED.
- 4 IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL THE OWNER, ANY DAMAGE TO UNDERGROUND UTILITIES THAT MAY OCCUR.
- 5 THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY AND ALL DAMAGES TO COORDINATION OF ACTIVITIES WITH ALL AGENCIES AND OTHER TRADES.
- 6 THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK. ALL DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO PROJECT LANDSCAPE ARCHITECT AND RESPONSOR FOR DIRECTION. ANY CONTINUATION OF WORK IS AT THE CONTRACTOR'S RISK AND EXPENSE.
- 7 THE CONTRACTOR SHALL ONLY APPLY SUFFICIENT WATER TO PROMOTE HEALTHY GROWTH OF THE PLANT MATERIAL. AT NO TIME WILL THE CONTRACTOR APPLY WATER AT A RATE OF FREQUENCY WHICH CAUSES RUNOFF OR SOIL SATURATION.
- 8 REFER TO DETAILS AND SPECIFICATIONS FOR INSTALLATION OF ALL COMPONENTS.
- 9 THE WORK SHOWN ON THESE PLANS IS DIAGRAMATIC. ALL ITEMS, IE. CONTROLLERS, VALVES, MAINLINES, SLEEVES, WIRING, IRRIGATION HEADS, ETC., ARE SHOWN IN GENERAL LOCATIONS ONLY. DO NOT SCALE DIMENSIONS. DETAIL DRAWINGS MAY CLARIFY LOCATION OF SOME ITEMS. THE CONTRACTOR SHALL NOT LOCATE ANY ITEMS WHERE IT IS OBVIOUS THAT THEY ARE IN CONFLICT WITH UNDERGROUND UTILITIES, STRUCTURES, OTHER IMPROVEMENTS, OR VEHICULAR OR PEDESTRIAN SAFETY CONSIDERATIONS.
- 11 LOCATE ALL SHRUB SPRAY HEADS 6\"/>

Diamond Services
Engineering, Construction & Testing
3860 Industrial Way
Benicia, CA 94510
Tel: (707) 751-5900
Fax: (707) 751-5901

Sprint
Together with NEXTEL
12657 ALCOSTA BLVD. #300
SAN RAMON, CA 94583
PHONE (925) 279-2300
FAX (925) 279-2683

**WASHINGTON PARK
LIGHT STANDARD
SF60xc820-B**
255 S. PASTORIA AVE.
SUNNYVALE, CA 94086
SANTA CLARA COUNTY

PLAN APPROVAL	DATE
LEASING	
ZONING	
RF	
CONSTR.	
INTER CONN.	
TAG	
OWNER	

PROJECT #	SF60xc820-B	
DRAWN BY	JUF	
CHECKED BY	EKU	
NO	DATE	ISSUE
1	01/18/07	90% ZD
2	01/29/07	100% ZD

D.S. PROJECT #	20-07-1001
1st SUBMITTAL:	
2nd SUBMITTAL:	

Diamond Services
Engineering, Construction & Testing
3860 Industrial Way
Berkeley, CA 94710
Tel: 707 751-5000
Fax: 707 751-5801

Sprint
Together with NEXTEL
12657 ALCOSTA BLVD. #300
SAN RAMON, CA 94583
PHONE (925) 279-2300
FAX (925) 279-2683

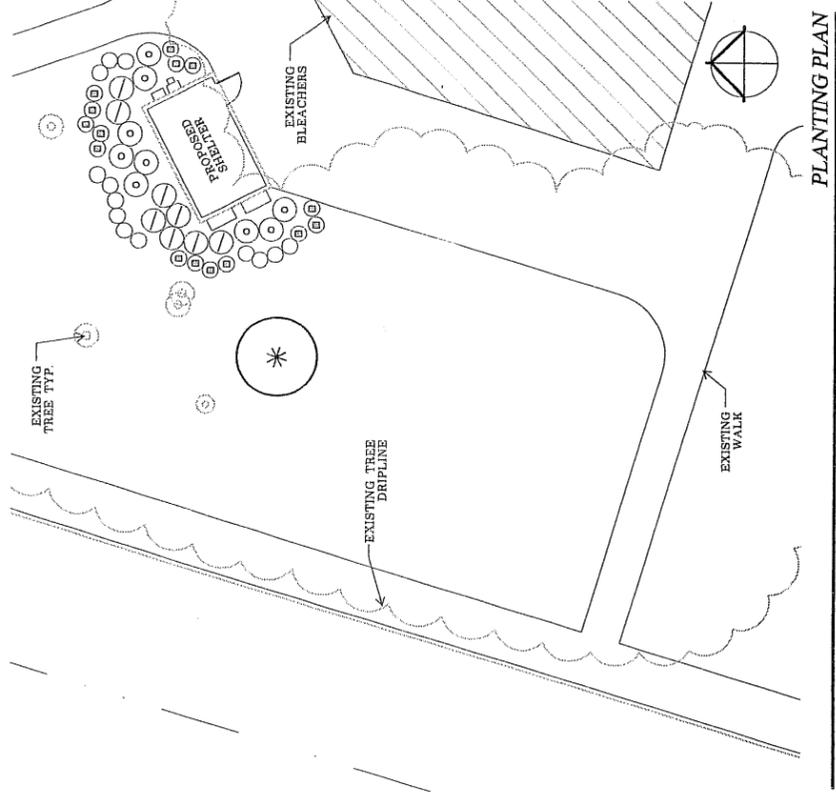
**WASHINGTON PARK
LIGHT STANDARD
SF60XC820-B**
255 S. PASTORIA AVE.
SUNNYVALE, CA 94086
SANTA CLARA COUNTY

PLAN APPROVAL	DATE
LEASING	
ZONING	
RF	
CUNSTR.	
INTER CONN.	
TAG	
OWNER	

PROJECT # SF60XC820-B
DRAWN BY JJF
CHECKED BY EKU

NO	DATE	ISSUE
1	01/18/07	90% ZD
2	01/29/07	100% ZD

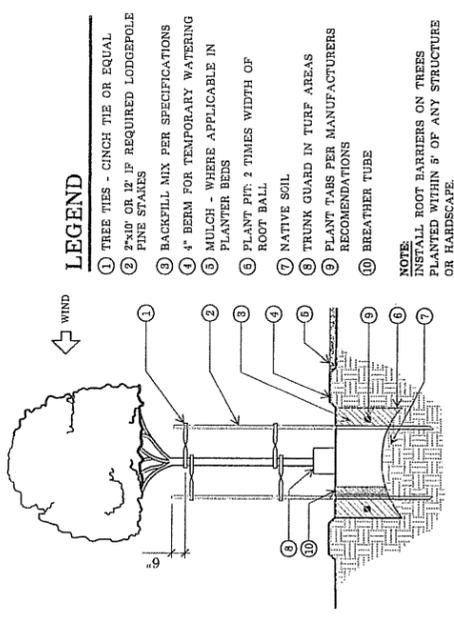
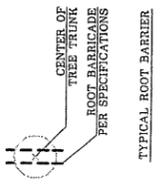
D.S. PROJECT # 20-07-1001
1st SUBMITTAL
2nd SUBMITTAL



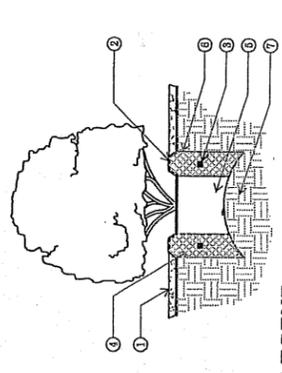
PLANTING LEGEND

TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
*	SEQUOIA SEMPERVIRENS	COAST REDWOOD	15 GALLON	1
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
○	AGAPANTHUS 'PETER PAN'	LILY OF THE NILE	5 GALLON	8
◐	POLYSTICHUM MUNITUM	SWORD FERN	5 GALLON	9
◑	RAPHIOLEPIS INDICA 'BALLERINA'	DWARF INDIAN HAWTHORN	5 GALLON	13
⊙	RHODODENDRON OCCIDENTALE	WESTERN AZALEA	5 GALLON	15

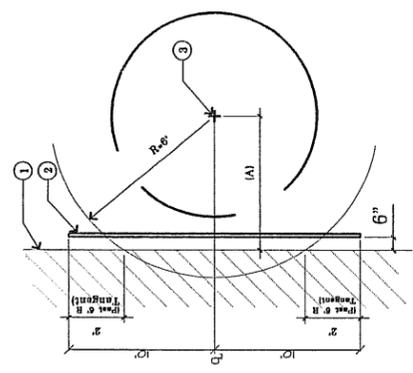
- PLANTING NOTES**
- ALL SHRUB PLANTING AREAS SHALL BE TOP DRESSED WITH A 3" LAYER OF MULCH
 - CONTRACTOR SHALL COORDINATE TREE AND SHRUB PLANTINGS WITH IRRIGATION AND DRAINAGE LINES. PLANT LOCATIONS SHALL BE VERIFIED FOR MAJOR DISCREPANCIES NOTIFY THE LANDSCAPE DESIGNER.
 - ALL PLANT MATERIAL DELETIONS OR SUBSTITUTIONS SHALL BE APPROVED BY LANDSCAPE DESIGNER.
 - ANY TREES PLANTED WITHIN +/- 5' OF ANY PAVED AREA, OR ANY BUILDING SHALL RECEIVE A ROOT BARRIER.



TREE STAKING

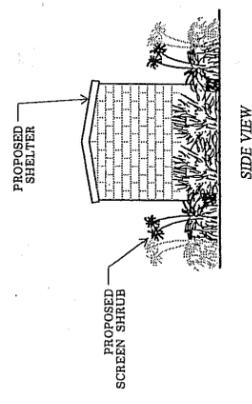
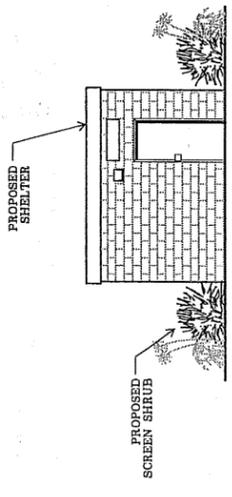


SHRUB PLANTING



HARDSCAPE PANEL LENGTH (MIN.) FROM TREE TRUNK
10'
13'
14'
15'
16'

ROOT BARRIER

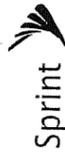


SHELTER ELEVATION

DIG ALERT
TOLL FREE
1-800-227-2600
18 HOURS BEFORE YOU DIG

Diamond
Engineering
Services

100 TOWER RD. SUITE 16
AMERICAN CANYON, CA 94503
Tel: (707) 320-9384
Fax: (707) 320-2826



Together with NEXTEL
12657 ALCOSTA BLVD. #300
SAN RAMON, CA 94583
PHONE (925) 279-2300
FAX (925) 279-2683

**WASHINGTON PARK
LIGHT STANDARD
SF60xc820-B**

255 S. PASTORIA AVE.
SUNNYVALE, CA 94086
SANTA CLARA COUNTY

PLAN APPROVAL	DATE
LEASING	
ZONING	
RF	
CONSTR.	
INTER CONN.	
TAG	
OWNER	

PROJECT #	SF60xc820-B
DRAWN BY	AM
CHECKED BY	EKU

NO	DATE	ISSUE
1	01/18/07	90% ZD
2	09/07/07	90% CD
2	09/27/07	100% CD

SITE PLAN

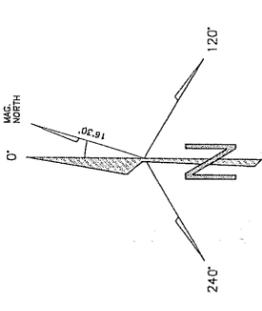
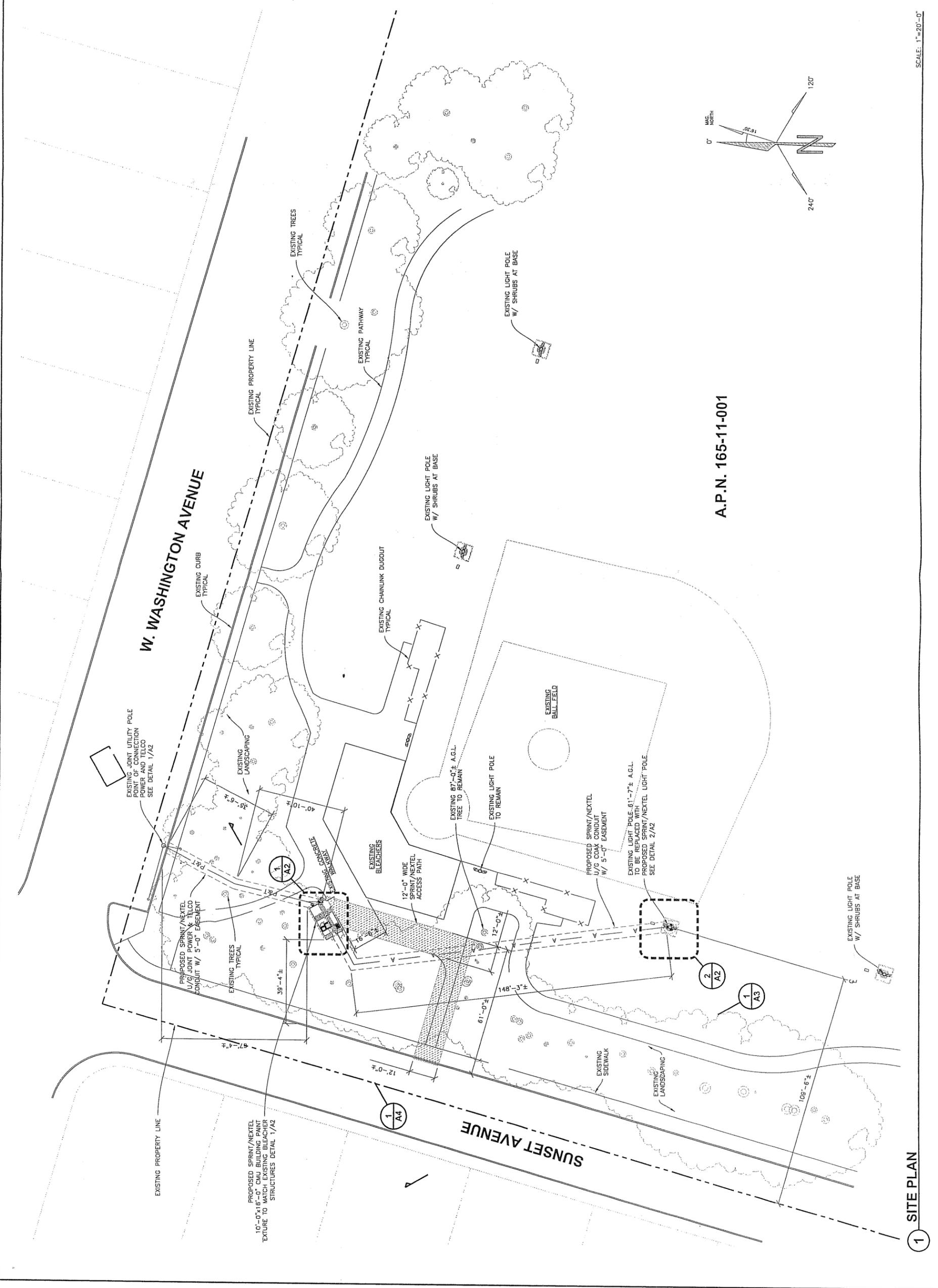
A1

D.E.S. PROJECT# SNO107016

1st SUBMITTAL:

2nd SUBMITTAL:

SCALE: 1"=20'-0"



A.P.N. 165-11-001

1 SITE PLAN

Diamond Engineering Services
 100 TOWER RD, SUITE 16
 AMERICAN CANYON, CA 94903
 Tel: (707) 320-9354
 Fax: (707) 320-2826

Sprint
 Together with NEXTEL
 12657 AL COSTA BLVD. #300
 SAN RAMON, CA 94583
 PHONE (925) 279-2300
 FAX (925) 279-2683

WASHINGTON PARK LIGHT STANDARD SF60xc820-B
 255 S. PASTORIA AVE.
 SUNNYVALE, CA 94086
 SANTA CLARA COUNTY

PLAN APPROVAL	DATE
LEASING	
ZONING	
RF	
CONSTR.	
INTER CONN.	
TAG	
OWNER	

PROJECT # SF60xc820-B

DRAWN BY AM

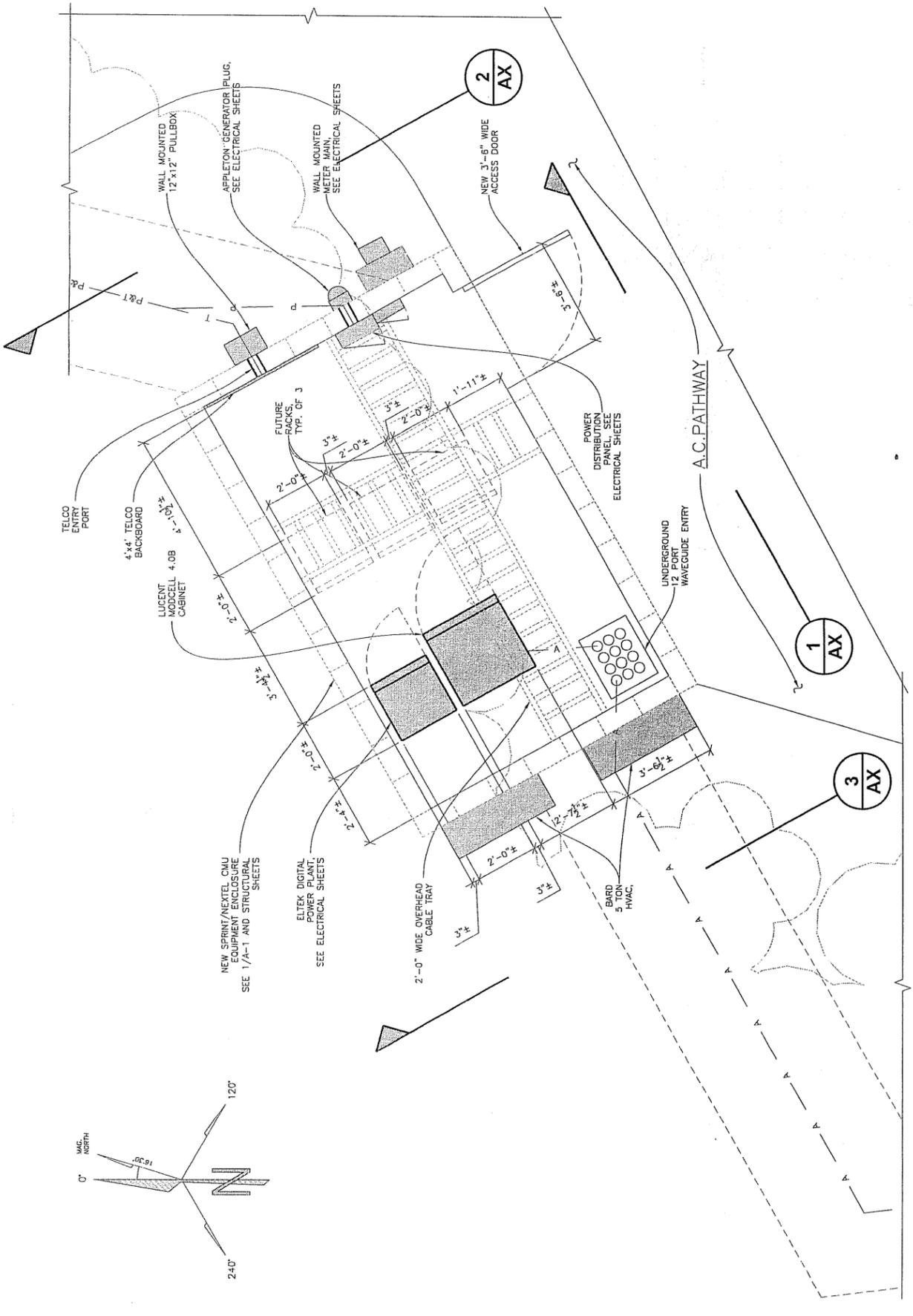
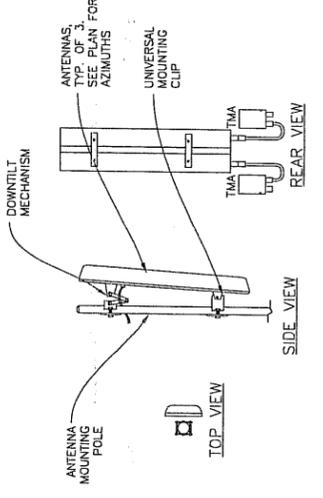
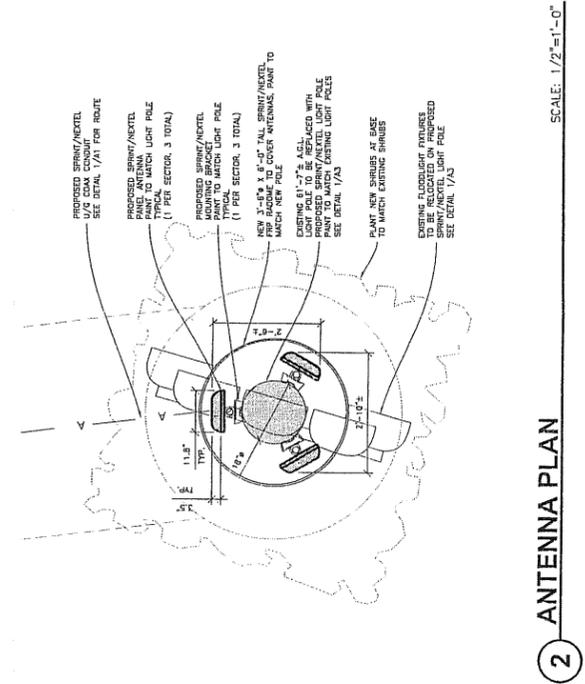
CHECKED BY EKU

NO	DATE	ISSUE
1	01/18/07	90% ZD
2	09/07/07	90% CD
2	09/27/07	100% CD

ENLARGED PLANS & DETAILS

A2

D.E.S. PROJECT# SNO107016
 1st SUBMITTAL:
 2nd SUBMITTAL:



Diamond
Engineering
Services

100 TOWER RD. SUITE 16
A.MERICAN CANYON, CA 94503
Tel: (707) 320-9384
Fax: (707) 320-2826



Together with NEXTEL
12657 ALCOSTA BLVD. #300
SAN RAMON, CA 94583
PHONE (925) 279-2300
FAX (925) 279-2683

WASHINGTON PARK
LIGHT STANDARD
SF60xc820-B

255 S. PASTORIA AVE.
SUNNYVALE, CA 94086
SANTA CLARA COUNTY

PLAN APPROVAL	DATE
LEASING	
ZONING	
RF	
CONSTR.	
INTER CONN.	
TAG	
OWNER	

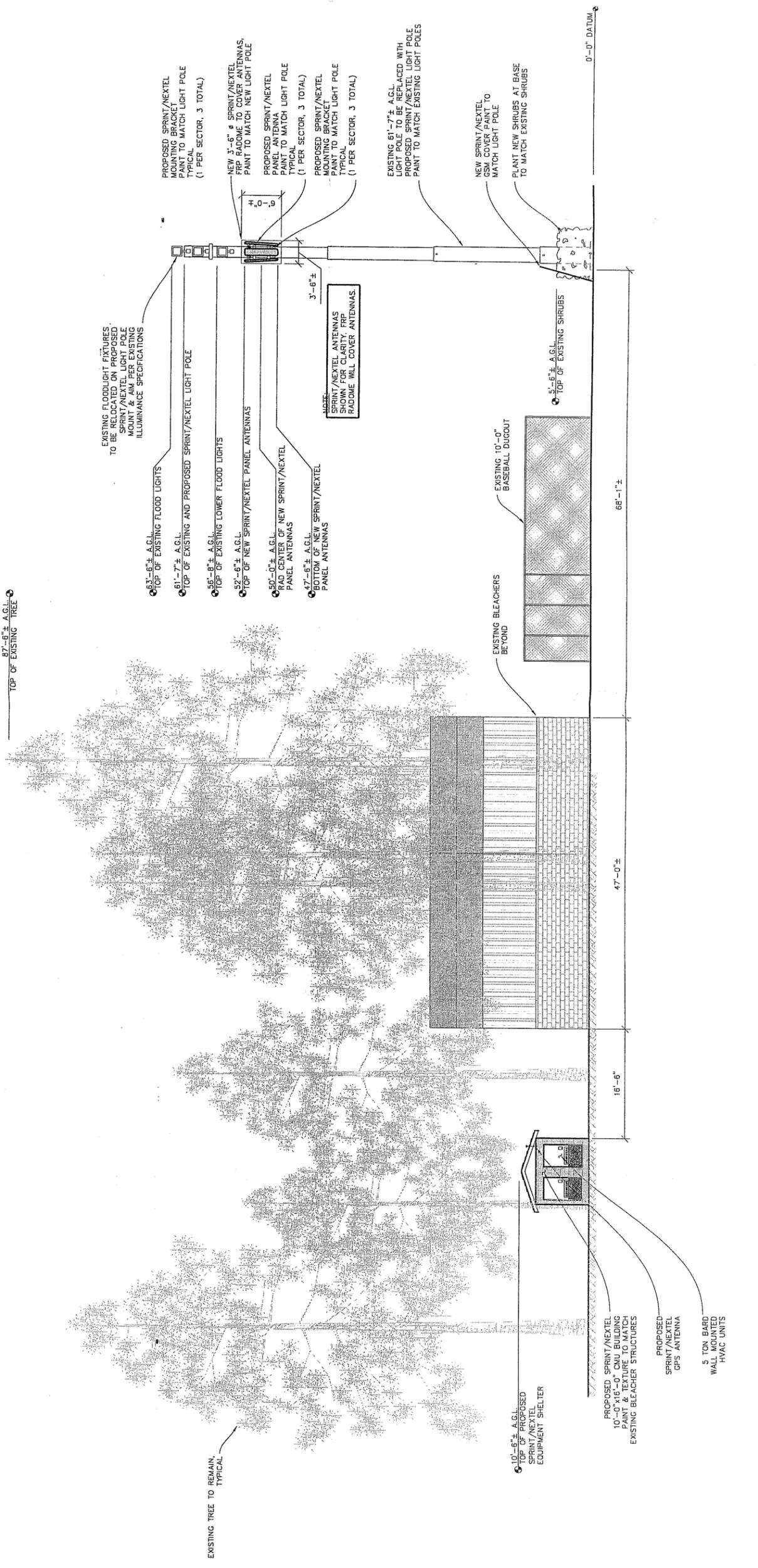
PROJECT #	SF60xc820-B
DRAWN BY	AM
CHECKED BY	EKU

NO	DATE	ISSUE
1	01/18/07	90% ZD
2	09/07/07	90% CD
2	09/27/07	100% CD

ELEVATION

A3

D.E.S. PROJECT# SN0107016
1st SUBMITTAL:
2nd SUBMITTAL:



1 PROPOSED WEST ELEVATION SCALE: 1/8"=1'-0"

Diamond
Engineering
Services

100 TOWER RD, SUITE 16
AMERICAN CANYON, CA 94503
Tel: (707) 320-9384
Fax: (707) 320-2326

Sprint
Together with NEXTEL

12657 ALCOSTA BLVD, #300
SAN RAMON, CA 94583
PHONE (925) 279-2300
FAX (925) 279-2683

**WASHINGTON PARK
LIGHT STANDARD
SF60xc820-B**

255 S. PASTORIA AVE.
SUNNYVALE, CA 94086
SANTA CLARA COUNTY

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PLAN APPROVAL	DATE
LEASING	
ZONING	
RF	
CONSTR.	
INTER CONN.	
TAG	
OWNER	

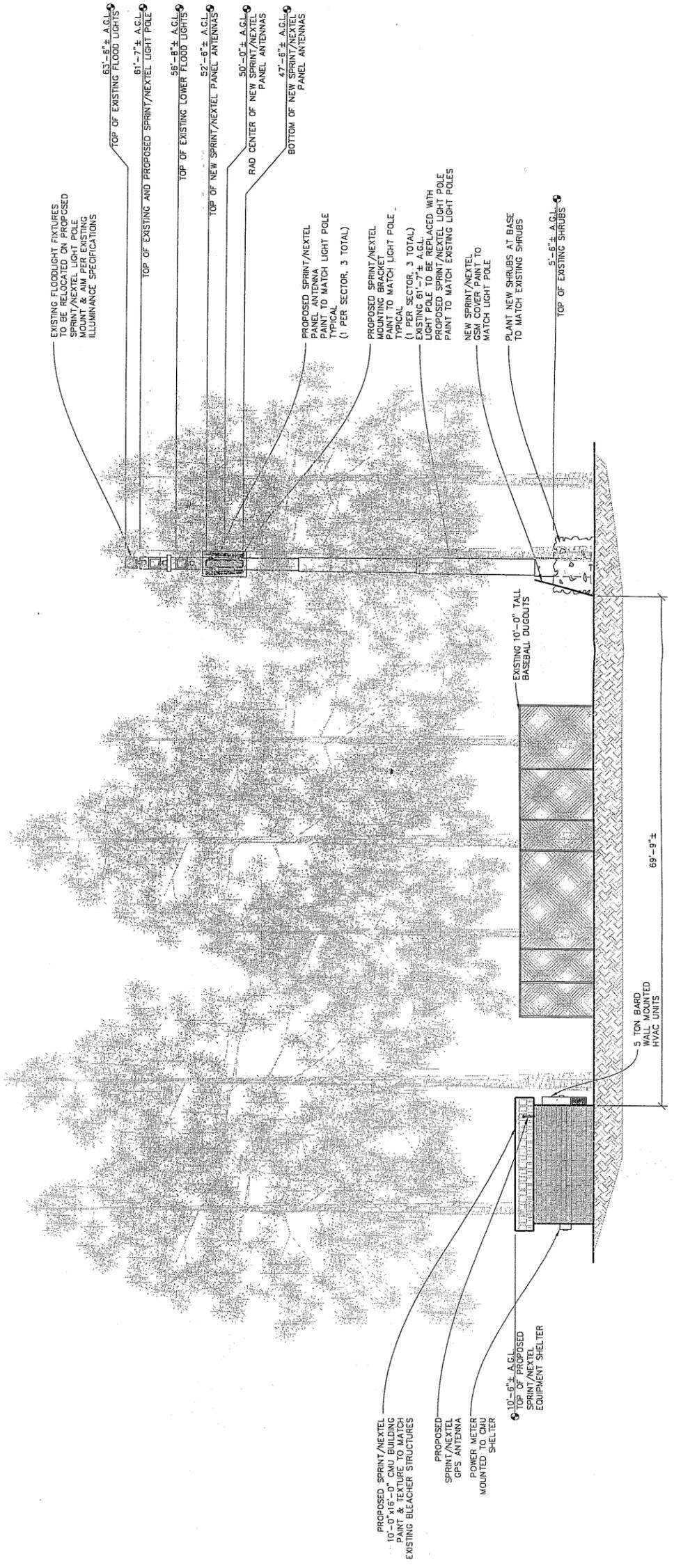
PROJECT #	SF60xc820-B
DRAWN BY	AM
CHECKED BY	EKU

NO	DATE	ISSUE
1	01/18/07	90% ZD
2	09/07/07	90% CD
2	09/27/07	100% CD

ELEVATION

A4

D.E.S. PROJECT# SN0107016
1st SUBMITTAL:
2nd SUBMITTAL:



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

EXHIBIT C

BILL OF SALE

Sprint Spectrum, L.P., a Delaware limited partnership ("Transferor") hereby sells, transfers, and conveys to the City of Sunnyvale a Municipal Corporation ("Transferee") all of Transferor's right, title and interest in and to that certain light standard, approximately sixty-three feet (63') feet and six (6") inches in height, and the foundation and securing hardware necessary therefore (collectively, the "Personal Property"), all of which is currently installed on Transferee's property at 255 S. Pastoria Ave., Sunnyvale, CA 94087 (APN: 165-11-001)

Such transfer is made, and Transferee hereby accepts title to and possession of the Personal Property, in its current "AS-IS, WHERE-IS" condition, with all faults, and without any representations or warranties whatsoever, express, implied, statutory or otherwise, including without limitation, no warranties of merchantability or fitness for a particular purpose. Transferee fully and forever releases Transferor from any and all liability whatsoever in connection with the Personal Property.

Transferor shall have no responsibility or liability whatsoever for the maintenance, modification, repair or replacement of the Personal Property, except as may be specifically provided in the Lease Agreement between Transferor and Transferee dated _____ ("Lease Agreement"), and Transferee hereby agrees to fully indemnify, exonerate, defend and hold harmless Transferor and its successors and assigns, from and against any and all adverse claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action (including court costs and attorneys' fees), with respect to any injury to or the death of any person or any damage to property in connection with or arising from the Personal Property, and/or the use, maintenance, modification, repair, replacement or operation of equipment thereon (or used in connection therewith), except as may be expressly provided otherwise in the Lease Agreement.

Transferee further acknowledges and accepts that (1) the Personal Property was built, installed, and erected in accordance with plans and specifications that were reviewed and accepted by Transferee prior to commencement of installation; (2) the Personal Property was built, installed, and erected in a workmanlike manner and in accordance with acceptable industry standards; and (3) the Personal Property was built, installed, and erected using materials routinely accepted within the industry for the purpose for which they were used.

IN WITNESS WHEREOF, this Bill of Sale is executed by and between:

Transferee:
The City of Sunnyvale
a municipal corporation

Transferor:
Sprint Spectrum, L.P.,
a Delaware limited partnership

By: _____
Amy Chan

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Lessor's Initials _____

Lessee's Initials _____

EXHIBIT D

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this _____, by and between the City of Sunnyvale, California, a California municipal corporation, with an office at 456 West Olive Avenue, Sunnyvale, California 94086 (hereinafter referred to as "Lessor"), and Sprint Spectrum, L.P., a Delaware limited partnership, with an office at 12657 Alcosta Blvd., Suite 300, San Ramon, CA 94583 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Lease of Space on Light Standard Agreement ["Agreement"] on the _____ for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of the Agreement is for ten (10) years commencing on the first day of the first month following Lessee's notice to Lessor in writing that Lessee has obtained all permits and approvals necessary for Lessee to be legally entitled to install its communications facilities for providing telecommunication services at the Premises, or eighteen (18) months after the Effective Date, whichever first occurs ("Commencement Date") and terminating on the tenth anniversary of the Commencement Date, with two (2) successive five (5) year options to renew.

3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto.

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

LESSOR:		LESSEE:	
City of Sunnyvale, California, a California municipal corporation		Sprint Spectrum, L.P., a Delaware limited partnership	
By:		By:	
Name:	Amy Chan	Name:	
Title:	City Manager	Title:	
Date:		Date:	

APPROVED AS TO FORM:

By:				
Name:				
Title:	City Attorney			
Date:				

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally

known to me (or 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.

WITNESS my hand and official seal.

Notary Public (SEAL)

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally

known to me (or 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.

WITNESS my hand and official seal.

Notary Public (SEAL)

Lessor's Initials _____

Lessee's Initials _____

Attachment B

Current process for consideration of cellular antennas in parks and recreational facilities is guided by both City Policy and Administrative Practice as follows:

1. A cellular company determines the need to increase service coverage in a particular neighborhood and contacts the City regarding a possible use on City property. The company is referred to the Department of Information Technology where elements (term, responsibilities, fees, etc.) are discussed with the input of Parks and Recreation Department and Planning Division staff. Contract language is reviewed by City Manager and City Attorney staff. City Planner(s) consider aspects of Use Permits for the facility. Both Lease Agreements for land use and Use Permits for use of parks land are governed by current City Policy.

2. Administrative Practices guide Parks and Recreation staff discussions with the proposing company regarding what potential improvements may be considered along with the proposed installation and lease. Common improvements would include, but are not limited to, replacement of aging facilities, landscapes and structures such as maintenance buildings, snack shacks, storage buildings and score booths at sports fields. If it appears that an installation could be beneficial to the community as a whole, Parks and Recreation Department staff facilitate public input meeting(s) with near neighbors of the proposed park or recreational facility. A summary report is provided for the Parks and Recreation Commission and the project is placed on the Commission's agenda for review.

3. Continuing the Administrative Practices, the Parks and Recreation Commission reviews the proposed project, provides an additional public input opportunity and makes recommendation(s) to the Planning Commission.

4. Consistent with City Policy, the City Planner assigned to the project prepares a report to the Planning Commission, provides public notice and schedules the project for the Planning Commission agenda.

5. Following all required public notice and publishing of the agenda, the Planning Commission considers the applicant's request for a Use Permit for the proposed project along with Parks and Recreation Commission input, may require condition(s), and then approves or denies the use.

6. Following Planning Commission action (conditions, approval or denial), anyone aggrieved by the decision (including Council) may appeal the action. Such an appeal requires an application fee [Council excepted] and results in a further review by City Council and a final action that may confirm Planning Commission's action or alter Planning Commission's action as Council desires.

7. Concurrent with the above steps, elements of a Lease Agreement are negotiated between the City and the cellular provider until both the City Manager and the proposing company's representatives are satisfied with all aspects of the Lease. Although not required by City Policy, staff then follows the Administrative Practice as the Lease Agreement is provided for Council review and additional approval during a regularly scheduled City Council meeting.

8. Consistent with City Policy, a Building Permit can be issued to begin actual construction only after all of the above steps have been successfully completed and the Lease Agreement is approved by the City Manager.