



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

September 28, 2021

SUBJECT: Approve lease amendment with T-Mobile

PREPARED BY: Jim Goodwin

Recommendation

Staff recommends approving the lease amendment as presented.

Background/Discussion

T-Mobile entered into a lease in 2016 for placement of a cell antenna and associated equipment at the site of the City of Wheatland elevated water tank. That amendment was amended in 2018 to limit the weight of equipment on the tower. T-Mobile wishes now to amend the agreement to increase the ground area used at the site by approximately 40 sq. feet to add a back-up generator to the site. Public Works staff and the City Engineer have determined there is sufficient space for the proposed generator. As consideration, the rent will be increased \$400 per month, and that amount will be tied to the escalator clause in the original agreement.

Alternatives

Council may choose not to approve the amendment.

Fiscal Impact

Rent for the site is increased by \$400 per month. The additional amount is subject to the same escalator provisions included in the current lease.

Attachments

1. 2016 T-Mobile Lease
2. Amendment #1
3. Proposed Amendment #2

**CITY OF WHEATLAND
COMMUNICATIONS SITE LEASE AGREEMENT
WITH T-MOBILE WEST, LLC**

This Communications Site Lease Agreement ("Agreement") is made as of September 21, 2016 ("Effective Date"), by and between the City of Wheatland, a municipal corporation ("City"), and T-Mobile West LLC, a Delaware limited liability company ("Lessee"). City and Lessee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

A. The City is the record owner of a piece of real property generally located at 206 Fourth Street, City of Wheatland, County of Yuba, Assessor's Parcel Number 015-204-007, legally described in Exhibit "A" attached hereto and incorporated here by this reference ("City Property").

B. Lessee desires to use, and City grants Lessee the right to use and leases to Lessee: a portion of City Property including but not limited to: (i) space on the water tower together with approximately 216 square feet of ground space upon which Lessee will install its electrical and communications equipment; and (ii) such other City Property as is necessary for access and utility easements, all of which are more particularly depicted on Exhibit "B" attached hereto and incorporated herein by reference (collectively, the "Premises"), at Lessee's sole cost and expense. City desires to allow Lessee to use the Premises and Lessee desires to use the Premises in exchange for due and adequate consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties and further described and set forth in this Agreement. The purpose of this Agreement is to allow Lessee to operate communications facilities to be located on the City's water tank ("Lessee Facilities," as defined in Section 4.1) on City Property to provide communication services.

C. This Agreement replaces, terminates and supersedes the Communications Site Lease Agreement dated November 3, 1998 (the "Prior Lease") which shall be of no further force or effect as of the Commencement Date hereof provided that any unused portion of prepaid rental payments or other fees paid under the Prior Lease may be applied to the financial obligations of Lessee hereunder in Lessee's discretion.

Terms

1. **Lease.** Subject to the terms and conditions set forth below, City hereby leases to Lessee the Premises for the purpose of constructing, installing, operating, maintaining, repairing adding, modifying, upgrading, removing and replacing any and all Lessee Facilities. Lessee has the right to do all work necessary to maintain and operate the Premises for Lessee's business operations. All of Lessee's operations, maintenance and other work shall be performed at Lessee's sole cost. The grant of this Agreement shall not relieve Lessee from the requirement to obtain, at its expense, any land use permits or other approvals for the installation and operation of Lessee Facilities. Nothing in this Agreement permits Lessee to use any additional or other City Property

without City's prior written approval and negotiation of mutually satisfactory additional rent and related lease terms.

2. **Term.** The term of this Agreement shall be for five (5) years, commencing on the first day of the month following the Effective Date ("Commencement Date"), and ending on the day immediately preceding the fifth anniversary of the Commencement Date (the "Initial Term"). The Initial Term, together with any Renewal Terms, are referred to herein collectively as the "Term." This Agreement may be terminated in accordance with the provisions of Section 8.

3. **Option to Renew.** Lessee shall have the option to renew this Agreement on the terms and conditions herein contained for up to five successive five (5) year periods (each a "**Renewal Term**") on the same terms and conditions as set forth herein by giving written notice of Lessee's election to exercise each such Renewal Term to City at least ninety (90) days prior to the end of the then current term. Such notice shall be deemed given upon the mailing of such notice to City. If Lessee shall remain in possession of the Premises at the expiration of this Agreement or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement.

4. **Facilities; Utilities; Access.**

4.1 Lessee shall construct and install on the Premises, in accordance with Exhibit "B" attached hereto, personal property and improvements associated with Lessee's communications business. Subject to the provisions of this Agreement, Lessee has the right to erect, maintain, repair, operate, modify and remove on and from the Premises those radio communications facilities including but not limited to cabinets, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and ancillary equipment, and any supporting equipment and structures thereto (collectively, "Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers for no additional fee or consideration. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense, in a good and workmanlike manner, and according to plans and specifications approved by City. Title to the Lessee Facilities shall be held by Lessee. All Lessee Facilities shall remain Lessee's personal property and are not fixtures and City waives any and all lien rights it may have related thereto, statutory or otherwise. Lessee shall remove all Lessee Facilities, at its sole expense, and shall repair any damage to the City Property or Premises caused by such removal in accordance with Sections 11 and 12.

4.2 Lessee shall pay for the electricity it consumes in its operations at the rate charged by the applicable servicing utility company. Lessee shall draw electricity and other utilities from separate utility service than City's from any utility company that has the right to provide service to Premises. City agrees to sign such documents or easements as may be required by said utility companies to provide such service to Premises, including the grant to Lessee or to the servicing utility company at no cost to Lessee of an easement in, over across or through Premises as required by such location acceptable to City and the servicing utility company.

4.3 Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to Premises without notice to City twenty-four (24) hours a day, seven (7) days a week, at no charge, provided Lessee shall be required to notify City no less than one (1) hour prior to accessing the Premises, as specified in Exhibit "C" attached hereto, except in the event of an emergency as described therein. City grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the City Property.

4.4 City shall maintain all existing access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Notwithstanding the maintenance of existing roadways, and as discussed in Section 9, Lessee shall be responsible for acquiring, constructing and maintaining, at its sole expense, any additional access roadways or other means of ingress and egress necessary for its use of the Premises.

5. **Use.** Subject to the provisions of this Agreement, including, but not limited to, Sections 10 and 17, the Premises may be used for any activity directly connected with the provision of communication services and the operation of the Lessee Facilities, provided that Lessee shall not construct or operate any Lessee Facilities in addition to those depicted or listed in Exhibit "A" and Exhibit "B" without City's consent which shall not be unreasonably conditioned, withheld, or denied. Lessee's use of the Premises shall comply with all applicable laws, ordinances and regulations. Notwithstanding anything to the contrary contained herein, Lessee shall have the right upon notice to City to modify and add to its ground based equipment within its defined ground space Premises and/or may make repairs to and/or modify its water tank based equipment provided, in the latter case, it is replacing equipment thereon with equipment of the same size, number and weight or smaller, such equipment is attached in the same manner, painted the same color, is properly permitted and is otherwise installed and operated in accordance with all applicable terms and conditions of this Agreement including but not limited to those related to Lessee's quality of work and/or interference provisions.

6. **Consideration.**

6.1 **Rent.** Lessee shall pay rent to the City ("Rent") on or before the Commencement Date and the first day of each subsequent month for the duration of this Agreement. Rent shall be payable to the City at P.O. Box 395, Wheatland, CA 95692. For the first year of the Term, Lessee shall pay Rent in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month, partial months to be prorated, if applicable. Thereafter, Rent shall be increased by four percent (4%) each year over the preceding year.

7. **Late Payment Charges.** Rent payments made after the tenth day of any month shall be considered delinquent, and shall accrue interest at the rate of ten percent (10%) per annum on the delinquent amount. If the tenth day of the month is a Saturday, Sunday, or City holiday, then the payment shall not be deemed delinquent if received by the City on the next business day. The Parties hereby agree that such late charge will automatically accrue by reason of any late payment by Lessee. Acceptance of such late charge by City shall in no event constitute a waiver

of Lessee's default with respect to such overdue amount, nor shall it prevent City from exercising any of the other rights and remedies granted hereunder.

8. Termination.

8.1 Termination By City. This Agreement may be terminated at any time, for any or no reason, by City at any time at any time following the expiration of the third Renewal Term upon ninety (90) days prior written notice. Violation by Lessee of any term, covenant, condition or provision contained herein shall be cause for immediate termination of this Agreement by City, unless corrected within thirty (30) days after Lessee's receipt of City's written request to do so. If such violation cannot reasonably be corrected within such thirty (30) day period, the City shall not have the right to terminate this Agreement if Lessee commences correction of the violation within such thirty (30) day period and thereafter diligently pursues such correction to completion. Notwithstanding the foregoing, any instance of late payment is cause for immediate termination, as described in this Section 8, at the sole discretion of City, unless payment is made along with all applicable penalties and interest within thirty (30) days after City notifies Lessee in writing of the late payment. Notice is to be deemed given upon the mailing thereof, postage prepaid, to the recipient at its address set forth below.

8.2 Termination By Lessee. This Agreement may also be terminated by Lessee upon thirty (30) days prior written notice to City at any time during this Agreement for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Lessee's ability to operate; (ii) technical or economic reasons; or (iii) if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental agency, which cannot be reasonably corrected by Lessee, including but not limited to, a take back of channels or roadways or change in frequencies. Violation by City of any term, covenant, condition or provision contained herein shall be cause for immediate termination of this Agreement by Lessee, unless corrected within thirty (30) days after City's receipt of Lessee's written request to do so. If such violation cannot reasonably be corrected within such thirty (30) day period, Lessee shall not have the right to terminate this Agreement if the City commences correction of the violation within such thirty (30) day period and thereafter diligently pursues such correction to completion. After the expiration of the Initial Term Lessee may terminate this Agreement for any or no reason upon ninety (90) days prior written notice to City.

9. **Improvements.** Except as otherwise permitted herein, no improvements, or material modifications to the Lessee Facilities, shall be constructed and/or maintained on the Premises without City's prior written approval of plans and specifications, including the aesthetic and visual nature of the Lessee Facilities, which approval shall not be unreasonably withheld, conditioned or delayed. Any increases in loading on the City's water tank that results from Lessee's construction, installation, operation, maintenance, repair, addition, modification, upgrading, or replacement of its Lessee Facilities from the depiction contained in Exhibit "B" shall require prior written approval from City. The aesthetic and visual nature of the Lessee Facilities, including color and composition, shall complement and blend into the City Property and surrounding community to the extent reasonably feasible. All such work done shall be performed in accordance with the approved plans unless otherwise approved in writing by the

City. Lessee shall not change the existing grade or otherwise modify the topography of the Premises or City Property affected by this Agreement without prior written consent of City. Subject to approval by City, Lessee may traverse City Property in order to connect to public utilities. Notwithstanding the foregoing, City by its execution hereof approves of the current utility connections and lines utilized by Lessee on the City Property. City shall not unreasonably condition, withhold, delay or deny any approval required by this Section 9.

10. Interference.

10.1 Lessee shall operate the Lessee Facilities in a manner that will not cause measurable interference to radio frequency communications or operations of other lessees or licensees of City Property provided that the installations of such lessees' facilities predate that of the Lessee Facilities, and in a manner that will not cause interference with communications systems operated by City's public safety departments, if any, regardless of when such systems are installed or their use commences. City acknowledges and agrees that November 3, 1998 is the date of installation of the Lessee Facilities with respect to Lessee's initial installations. Similarly, City shall not install, or permit any third party to install, any equipment or structures that cause measurable interfere with the operations of Lessee permitted hereunder. Any prohibited interference shall be deemed a material breach of this Agreement and the interfering party shall promptly remove or power down the cause of the interference within forty-eight (48) hours of its receipt of written notice thereof. The failure by either Party to remove or abate the cause of the interference within such cure period shall be deemed a default of this Agreement. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

10.2 In the event that the Lessee Facilities cause interference with City's public safety communications equipment, and such interference is not cured within ten (10) business days after Lessee's receipt of notice from City, City may require relocation of the interfering Lessee Facilities or a redesign of such facilities to reduce or eliminate interference. Such interference shall be deemed a material breach by the Lessee, who shall, upon written notice from City, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing inference may cause irreparable injury and, therefore, the City shall have the right, in addition to any other rights that it may have in law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice. Subject to the foregoing, the Parties agree to cooperate in developing solutions to interference problems, including determining which design changes may be necessary to end the interference. The Parties agree to cooperate in good faith to eliminate or minimize any potential for interference by City's non-public safety communications equipment that City desires to install after installation of the Lessee Facilities. If relocation or redesign is deemed necessary by City due to interference with City's public safety communications caused by Lessee, Lessee shall redesign or relocate any or all of its water tank-mounted equipment to alternate locations acceptable to City, at Lessee's sole cost

and expense but provided such costs may be abated from future Rent payments due or payable hereunder, or if such redesign or relocation is not acceptable to Lessee, Lessee may terminate this Agreement.

10.3 Except in emergencies as agreed to by City, Lessee shall not perform or have performed any tests, construction, installation, operation, maintenance or repair activities on the City Property which will likely interfere with City's quiet enjoyment of the City Property not leased to Lessee. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements, as well as other applicable Federal, State and local laws, rules and regulations.

11. Vacating the Property.

11.1 At the expiration of the final Term or at any sooner termination of this Agreement, Lessee shall quit and surrender possession of the Premises and City Property, and their appurtenances, to City in as good order and condition as they were delivered to Lessee on the Commencement Date, reasonable wear and tear and damage by the elements excepted. Within sixty (60) days of the expiration or termination of this Agreement, Lessee shall remove all Lessee Facilities from the Premises and City Property. Lessee agrees to pay any costs incurred by City if Lessee fails to comply with this provision, including reasonable attorneys' fees and costs expended on any action by City to compel removal by Lessee or collect the liquidated damages described in this Section 11. If Lessee does not restore the City Property and the Premises as required, City may remove the Lessee Facilities and dispose of or store them at Lessee's sole cost and expense.

11.2 In addition to and not in lieu of the foregoing, Lessee agrees that the inconvenience and other damage to City in the event of Lessee's failure to timely remove Lessee Facilities is impossible to measure precisely, but agrees that two hundred dollars (\$200) per day is a reasonable estimate of City's damages. To this end, if Lessee does not restore the City Property and the Premises as required, Lessee shall pay to City the sum of two hundred fifty dollars (\$250) as liquidated damages for each day following expiration or termination of this Agreement on which Lessee Facilities are present on City Property.

12. **Maintenance.** Lessee shall, at its sole cost and expense, keep the Premises free of noxious weeds and trash, and in good and proper condition in compliance with all applicable laws and regulations concerning Lessee's use of the Premises. Lessee shall also not cause trash or other debris to be placed on the City Property. All Lessee Facilities shall be maintained in good and workable order and good appearance, in accordance with applicable laws including but not limited to, painting and screening requirements related to conditions of permit approval. All such maintenance and repair work shall comply with plans and specifications that previously have been approved by the City and shall otherwise comply with the requirements of Section 9 above. In addition, Lessee shall make any repairs to the Premises or City Property caused by or incident to Lessee's use of the Premises.

13. **Hazardous Substances.**

13.1 **Hazardous Substances.** For purposes of this Agreement, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as the "State Toxic Substances Law"); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

13.2 **Warranties, Representations and Indemnities.** City makes no warranty or representation whatsoever concerning the Premises or the City Property, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances or governmental regulations. Lessee's right to use the Premises and the City Property is strictly on an "as is" basis with all faults. City hereby disclaims all warranties whatsoever, express or implied, the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose. Notwithstanding the foregoing, Lessee and City respectively represent and warrant that neither shall use any Hazardous Substances on the City Property or Premises in violation of applicable laws, rules or regulations and each hereby indemnifies the other for its violation of such representation or warranties.

13.3 **Storage of Hazardous Substances.** Except as otherwise specifically permitted under the terms of this Agreement, Lessee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the City Property or the Premises in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in sub-Section 13.1. Storage batteries for emergency power, fuel for

temporary generators during power outages, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Lessee's Facilities are excepted from the preceding prohibition of use by Lessee of Hazardous Substances on Premises, so long as Lessee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

13.4 Storage Tanks. No permanent underground or above ground storage tanks shall be installed by Lessee on the Premises or City Property.

13.5 Inspection of Premises. City or its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Premises and taking photographs. Absent an emergency event, City will provide Lessee with forty-eight (48) hours prior written notice prior to perfecting such access and shall allow Lessee to be present in Lessee's sole discretion during such access.

13.6 Disclosure of Hazardous Substances. Lessee shall, within forty-eight (48) hours of the discovery by Lessee of the presence of, or believed presence of, a Hazardous Substance as defined herein, that Lessee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within the Premises or City Property, give written notice to City in the event. The failure to disclose in a timely manner the release of a known Hazardous Substance, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this Agreement by City in addition to actual damages and other remedies provided by law. Each Party hereto shall immediately clean up and completely remove all Hazardous Substances spilled or released by it on, under, about or within the Premises or City Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

13.7 Disposal. In the event Hazardous Substances are discovered, Lessee shall disclose to City the specific information regarding Lessee's discovery of any Hazardous Substances. If such Hazardous Materials were spilled or released on, under, about or within the Premises or City Property by Lessee, Lessee shall provide written documentation of its safe and legal disposal.

13.8 Termination. Breach of any of these covenants, terms, and conditions, and Lessee's failure to cure within thirty (30) days of Lessee's receipt of written notice from City, unless otherwise specified herein, shall give City the authority to either immediately terminate this Agreement or to shut down Lessee's operations thereon, at the sole discretion of City. In either case, Lessee will continue to be liable under this Agreement to remove and mitigate all Hazardous Substances spilled or released by Lessee on, under, about or within the Premises or City Property. Lessee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances spilled or released to the Premises and City Property by Lessee during Lessee's period of use and possession of the Premises or City Property. Upon

termination of this Agreement, Lessee shall, in accordance with all laws, remove from the Premises or City Property any equipment or improvements placed on the Premises or City Property by Lessee that may be contaminated by Hazardous Substances.

13.9 **Indemnification.** Lessee shall defend, indemnify and hold City and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) to the extent caused by the release or spill of any Hazardous Substances on the City Property or Premises by Lessee or its partners, affiliates, agents, officials, officers, contractors or employees. City shall defend, indemnify and hold Lessee and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) to the extent caused by the release or spill of any Hazardous Substances on the Premises or City Property by City or its partners, affiliates, agents, officials, officers, contractors or employees. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify each Party from any liability created by the other Party pursuant to such sections.

14. **Entry by City.** Lessee shall permit City to enter upon the Premises at any time in the event of an emergency imminently threatening the health or safety of persons or property or, otherwise, upon no less than forty-eight (48) hours prior written notice, and City shall be liable for any damage to Lessee's personal property in the course thereof, but only to the extent that damage was caused by the negligence of City or its personnel, agents or contractors.

15. **Previous Leases or Licenses.** In the event there is an existing lease or license between Lessee and City (or its predecessor-in-interest) covering the Premises, it is agreed and understood that this Agreement shall cancel, supersede and terminate said prior lease or license as of the Effective Date of this Agreement.

16. **Subordinate Rights.**

16.1 This Agreement is subject and subordinate to the prior and future rights and obligations of City, its successors and assigns, to use the City Property in the exercise of its powers and in the performance of its duties. Accordingly, there is reserved and retained unto City, its successors, assigns, grantees, and permittees, the right to construct and reconstruct facilities and appurtenances in, upon, over, under, across, and along City Property, and in connection therewith, the right to grant and convey to others, rights and interests to City Property, provided that the foregoing not materially interfere with Lessee's quiet use and enjoyment of the Premises and/or the rights and privileges granted to Lessee as provided in this Agreement. In the event of interference to Lessee's operations, City agrees to take all reasonable steps necessary to eliminate such interference promptly. If City cannot eliminate such interference, Lessee shall have the right to terminate this Agreement pursuant to Sections 8.2 and 10 and/or the right to pursue any other remedy available to it at law or in equity. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants,

encumbrances, liens, claims, and other matters of title ("Title Exceptions") which were recorded prior the Commencement Date hereof.

17. **Assignment or Subletting.** Lessee shall not assign this Agreement without the prior express written consent of the City; provided, however, Lessee may assign this Agreement without increasing the number or substantially changing the type of facilities on the Premises, to its parent company, and/or any of its, or its parent company's subsidiaries, affiliates or successor legal entities, or to any entity acquiring substantially all of the assets of Lessee. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder accruing thereafter and City shall look solely to the assignee for performance under this Lease and all such obligations accruing thereafter hereunder provided such assignee accepts all such obligations in writing and is of substantially similar financial strength or credit worthiness as Lessee. Lessee shall not sublease all or any portion of the City Property or the Premises without the express written consent of the City, which consent may be withheld in the City's sole discretion, notwithstanding sections 1995.260 and 1995.270 of the California Civil Code, as they may be amended. Lessee acknowledges that City may refuse to consent to any proposed sublease that involves the collocation of another carrier's facilities unless Lessee and/or the sublessee agree to pay increased Rent in an amount acceptable to City. Any unauthorized assignment or sublease shall be void and shall be of no force or effect. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee: (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof; provided that any such transferee shall be bound by the provisions of this Agreement, including but not limited to the restrictions on transfers, assignments, sublicensing, and collocation.

18. **Taxes.** The possessory property interest created by this Agreement may be subject to property taxation, and Lessee may be subject to the payment of property taxes levied on such interest by the appropriate taxing authority. Lessee is required to pay any such tax directly to the appropriate taxing authority following receipt of evidence of such taxation. In addition, if personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. City shall pay all real property taxes, assessments and deferred taxes on the Premises. If City however receives notice of any personal property or real property tax assessment against the City, which may affect Lessee and is directly attributable to Lessee's installation, City shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment. Further, City shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 18.

19. **Mechanic's Liens.** Lessee shall keep the Premises and City Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee, or any tenant or subtenant thereof. Lessee shall not be considered in violation of this provision if it

provides a bond in lieu of the lien which is in conformance with applicable law and which is in an amount and form reasonably acceptable to the City.

20. **Waivers.** The waiver by City or Lessee of any breach of any term, covenant, condition or provision contained herein shall not be deemed to be a waiver of such terms for any subsequent breach of the same or any other terms contained herein. The subsequent acceptance of consideration by City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, condition or provision of this Agreement, other than the failure of Lessee to pay the particular consideration so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such consideration. City hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Lessee Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws.

21. **Attorneys' Fees.** The prevailing Party in any action brought by either Party hereto, based on any claim arising under this Agreement, shall be entitled to reasonable attorneys' and/or consultants' fees.

22. **Insurance.**

22.1 Types; Amounts. Lessee shall obtain, and shall require any of its subcontractors to obtain, insurance in the amounts described below unless specifically altered or waived by City ("**Required Insurance**"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two (2) times the specified occurrence limit.

22.1.1 *General Liability Insurance.* Lessee shall maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies.

22.1.2 *"All Risk" Property Insurance.* Lessee shall maintain a policy of property insurance for perils usual to a standard "all risk" insurance policy on all its improvements or alterations in, on, or about Premises, with limits equal to ninety percent (90%) of the full replacement value of all such improvements or alterations.

22.1.3 *Automobile Liability Insurance.* Lessee shall maintain a policy of automobile liability with limits of not less than One Million Dollars (\$1,000,000) per accident.

22.1.4 *Workers' Compensation.* Lessee shall maintain workers' compensation insurance as required by law.

22.2 General Provisions. The general and automobile liability insurance policies shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds. The Required Insurance shall be primary as to Lessee's defense and indemnification obligations herein with respect to any insurance or self-insurance programs covering City, its

elected officials, officers, employees, agents, and volunteers, or if in excess stand in an unbroken chain of coverage in excess of Lessee's scheduled underlying coverage. The Required Insurance shall contain standard separation of insureds provisions, shall comply with California Insurance Code section 11580.04, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

22.3 Certificates; Insurer Rating; Cancellation Notice. Prior to the Commencement Date, Lessee shall furnish to City properly executed certificates of insurance which evidence all Required Insurance. Lessee shall maintain the Required Insurance at all times while this Agreement is in effect, and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide the Required Insurance shall not be suspended, voided, reduced below the requirements set forth herein, canceled, or allowed to expire except on thirty (30) days prior written notice to City. Unless approved in writing by City, Lessee shall place the Required Insurance with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-VII.

22.4 Waiver of Subrogation. City and Lessee release each other and their respective officials, directors, employees, representatives, and agents from any claims for damage or harm to any person, the Premises, or Lessee's Facilities caused by, or which result from, risks insured under any insurance policy carried by the Parties at the time of such damage or harm. City and Lessee shall cause each insurance policy obtained by them to provide the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage or harm covered by such policy.

23. **Indemnity.** Lessee hereby agrees to defend, indemnify and hold City and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner to the extent caused by the negligence or willful misconduct of Lessee, its partners, affiliates, agents officials, officers or employees in performance of this Agreement or use of the Premises or City Property. Lessee shall defend, with counsel reasonably approved by City, at Lessee's sole expense, any and all aforesaid suits, actions or proceedings, legal or equitable, that may be brought or instituted against City, its directors, officials, officers, agents or employees. Lessee shall pay and satisfy any judgment, award or decree that may be rendered against City, its directors, officials, officers, agents or employees for an indemnified claim. In such event, Lessee shall reimburse such Parties for any and all legal expenses and costs incurred by one or all of them in connection with this Agreement or the indemnity herein provided. Lessee's obligation shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, agents or employees. In no event shall Lessee be obligated to indemnify, defend and/or hold City harmless for claims to the extent such claims are caused by the City or an indemnified party's negligence or willful misconduct.

24. **Amendments.** The provisions of this Agreement may be amended only by mutual written consent of the Parties.

25. **No Relocation Assistance.** Lessee acknowledges that Lessee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Agreement.

26. **Time.** Time is of the essence of this Agreement.

27. **Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose at least ten (10) days in advance:

Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/SC60203A

City:

City of Wheatland
111 C Street
Wheatland, CA 95692
Attn: General Manager

Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

28. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.

29. **Invalidity.** If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

31. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Yuba County, California.

32. **Execution of Agreement.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

33. **Survival.** All obligations of Lessee hereunder not fully performed as of the completion or termination of this Agreement shall survive such completion or termination, including without limitation all payment obligations and all obligations concerning the condition of the Premises and City Property.

34. **Nondiscrimination.** Lessee certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies and any of its contractors retained with respect to this Agreement are and shall be treated equally without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all federal and state laws prohibiting discrimination in employment.

35. **Authority to Enter Agreement.** Both Parties respectively represent to the other that they have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of, this Agreement. Each Party warrants that the individuals who have signed this Agreement on its behalf have the legal power, right, and authority to enter into this Agreement and bind such respective Party.

36. **Recordation.** City acknowledges that a memorandum of this Agreement in the form of Exhibit "D" may be recorded by Lessee, at its sole cost and expense, in the official records of the County of Yuba. City agrees to execute such memorandum at the request of Lessee.

[Signatures on following page]

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

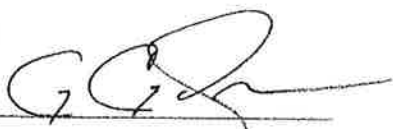
City:

City of Wheatland,
a municipal corporation


Lessee:

T-Mobile West LLC,
a Delaware limited liability company

By:


General Manager **CITY MANAGER**

By:

 8.29.16
Print Name **Anthony Howard**
Print Title **Market Manager**

Attest:


Clerk of Board

Approved as to Form:


General Counsel

Approved as to Form:



T-Mobile Legal Approval
Kevin Brinkley
T-Mobile Legal Approval

Exhibit "A"

Legal Description of City Property

Lot 6, in Block 28, as shown upon that certain map entitled "Revised Map of the City of Wheatland," on file in the office of the County Recorder of the County of Yuba, State of California, in Book 5 of Maps, at Page 10.

Commonly known as: 206 Fourth Street, Wheatland, CA 95692

Assessor's Parcel Number: 015-204-007

Exhibit "B"
General Description of Premises
Site Plan of Lessee Facilities

Exhibit "C"
Special Conditions or Requirements

1.0 Prior Notification of Access by Lessee. Except in the event of an emergency (herein defined as an imminent threat to the health or safety of person or property or a condition materially adversely affecting the operations of Lessee as permitted hereunder), Lessee shall be required to notify City no less than one (1) hour prior to accessing the Premises by: (i) calling the Public Works Director at (530) 682-9850; and (ii) sending an e-mail to the Public Works Director, the City Manager, and the City Engineer (larry@wheatland.ca.gov, greeson@wheatland.ca.gov, schilling@coastlandcivil.com, respectively) and describing the place, time and purpose of the access to be made. If Lessee is unable to reach City personnel directly by telephone or receives no confirming response via email, Lessee shall: (i) leave two (2) phone messages at least one (1) hour apart for the Public Works Director at the number above; and (ii) call the City's police department 24-hour non-emergency line at (530) 682-9850 and inform dispatch of the place, time and purpose of the access so that such information may be forwarded to the Police Chief. No separate approval from City shall be required for Lessee's access to Premises; reaching a City employee at either of the numbers listed above shall constitute City's approval for Lessee's access. In the event the telephone numbers or emails identified above change over time, City shall provide the new contact information to Lessee in writing in accordance with the notice provision requirements set forth in Section 27 above.

Exhibit "D"

Memorandum of Agreement

[attached behind this cover page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Wheatland
111 C Street
Wheatland, CA 95692
Attn: General Manager

APN 015-204-007

SPACE ABOVE THIS LINE FOR RECORDER'S USE EXEMPT FROM
RECORDING FEE PURSUANT TO GOVERNMENT CODE § 27383

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") dated as of _____
between City of Wheatland, a municipal corporation ("City") and T-Mobile West LLC, a Delaware
limited liability company ("Lessee").

RECITALS

WHEREAS, City and Lessee have executed that certain Communications Site Lease Agreement
("Agreement") commencing as of January 1, 2016, covering certain premises ("Premises") situated on
certain real property located in the County of Yuba, State of California, and more particularly described in
Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, City and Lessee desire to record notice of the Agreement in the Official Records of
Yuba County, California.

NOW, THEREFORE, in consideration of the foregoing, City and Lessee hereby declare as
follows:

1. City has leased the Premises to Lessee (together with access and utility rights), and
Lessee has hired the Premises from City, subject to the terms, covenants and conditions contained in the
Agreement.

2. The term of the Agreement ("Term") is scheduled to commence on the Commencement
Date (as that term is defined in the Agreement) and shall expire five (5) years thereafter, subject to
Lessee's option to extend the Term pursuant to Section 3 of the Agreement for up to five (5) additional
and successive terms of five (5) years each.

3. This Memorandum is solely for the purpose of providing notice of the Agreement. In the
event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement
shall control.

[Signatures on following page]

IN WITNESS WHEREOF, City and Lessee have executed this Memorandum of Agreement as of the date and year first written above.

CITY:

By:

Print Name:

Print Title: City Manager

Date:

LESSEE:

By:

Print Name:

Print Title:

Date:

[ACKNOWLEDGMENTS FOLLOW]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Sacramento)
 On August 29, 2016 before me, Debra Rene Barnum, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Anthony Howard
 Name(s) of Signer(s)

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 Debra Rene Barnum
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: City of Wheatland Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

CERTIFICATES OF ACKNOWLEDGMENT BY NOTARY PUBLIC

[California Civil Code § 1189]

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 Yuba)

On Sept 21, 2016, before me, Tami Holland Davis, a notary public, personally appeared B. Gresson, 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 Tami Holland Davis

(Seal)



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 _____, 20____ before me, _____, a notary public, 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)

8600/A020316kcg (cell site lease - T-Mobile)

EXHIBIT A
TO
THE MEMORANDUM OF AGREEMENT
LEGAL DESCRIPTION OF CITY PROPERTY

All that real property located in the State of California, County of Yuba, as described herein:

Lot 6, in Block 28, as shown upon that certain map entitled "Revised Map of the City of Wheatland," on file in the office of the County Recorder of the County of Yuba, State of California, in Book 5 of Maps, at Page 10.

Commonly known as: 206 Fourth Street, Wheatland, CA 95692

Assessor's Parcel Number: 015-204-007

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("First Amendment") is made and entered into on _____, 2018 ("Effective Date"), by and between the **CITY OF WHEATLAND**, a municipal corporation (the "City"), and **T-MOBILE WEST LLC**, a Delaware limited liability company ("Lessee").

WHEREAS, City and Lessee entered into that certain Communications Site Lease Agreement, dated August 29, 2016, (the "Agreement") wherein Lessee leased the Premises (as more fully described therein) that are a portion of the real property, and space on City's water tower, located at 206 Fourth Street, Wheatland, CA (the "City Property"); and

WHEREAS, City and Lessee now desire to alter the terms and conditions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Lessee covenant and agree to amend the Agreement as follows:

1. Exhibit B Replacement. Pursuant to the terms herein, Exhibit B-1, attached hereto and incorporated herein by this reference, shall replace in its entirety Exhibit B to the Agreement where after it shall supersede and control. As such, upon Lessee obtaining all governmental permits and approvals required to construct and operate the Lessee's mobile/wireless communications facilities on the Premises as depicted on Exhibit B-1, Exhibit B to the Agreement shall be of no further force and effect. City consents to Lessee's mobile/wireless facilities shown on Exhibit B-1 which shall be considered part of the Lessee Facilities. In the event Lessee is unable, for any reason, to obtain the necessary governmental approvals and permits as referenced above for the installation of the mobile/wireless communication facilities, the Exhibit B shall continue in full force and effect and the Exhibit B-1 shall become null and void once Lessee notifies City of its failure to obtain such permits and approvals.

2. The following sentence shall be added to the end of Section 5 of the Agreement.

"Notwithstanding the foregoing, City and Lessee agree that Lessee shall have the right, throughout the Term of this Agreement, to install equipment on the water tank with a total combined wind load surface area (excluding cables) up to 5,088 square inches and a total combined weight (excluding cables) of up to 334 lbs."

3. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meaning as in the Agreement. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control.


4. Except as modified by this First Amendment, the Agreement shall remain in full force and effect and is ratified and confirmed by the parties.

5. This First Amendment may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.


6. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year first written above.

CITY: **CITY OF WHEATLAND,**
a municipal corporation

By: 
Name: GREG GREESON
Date: 2-15-18

LESSEE: **T-MOBILE WEST LLC,**
a Delaware limited liability company

By: 
Name: Anthony Howard
Its: Market Manager
Date: 3.5.18

T-Mobile Legal Approval By:


1/30/18

EXHIBIT B-1

(Page 1 of 3)

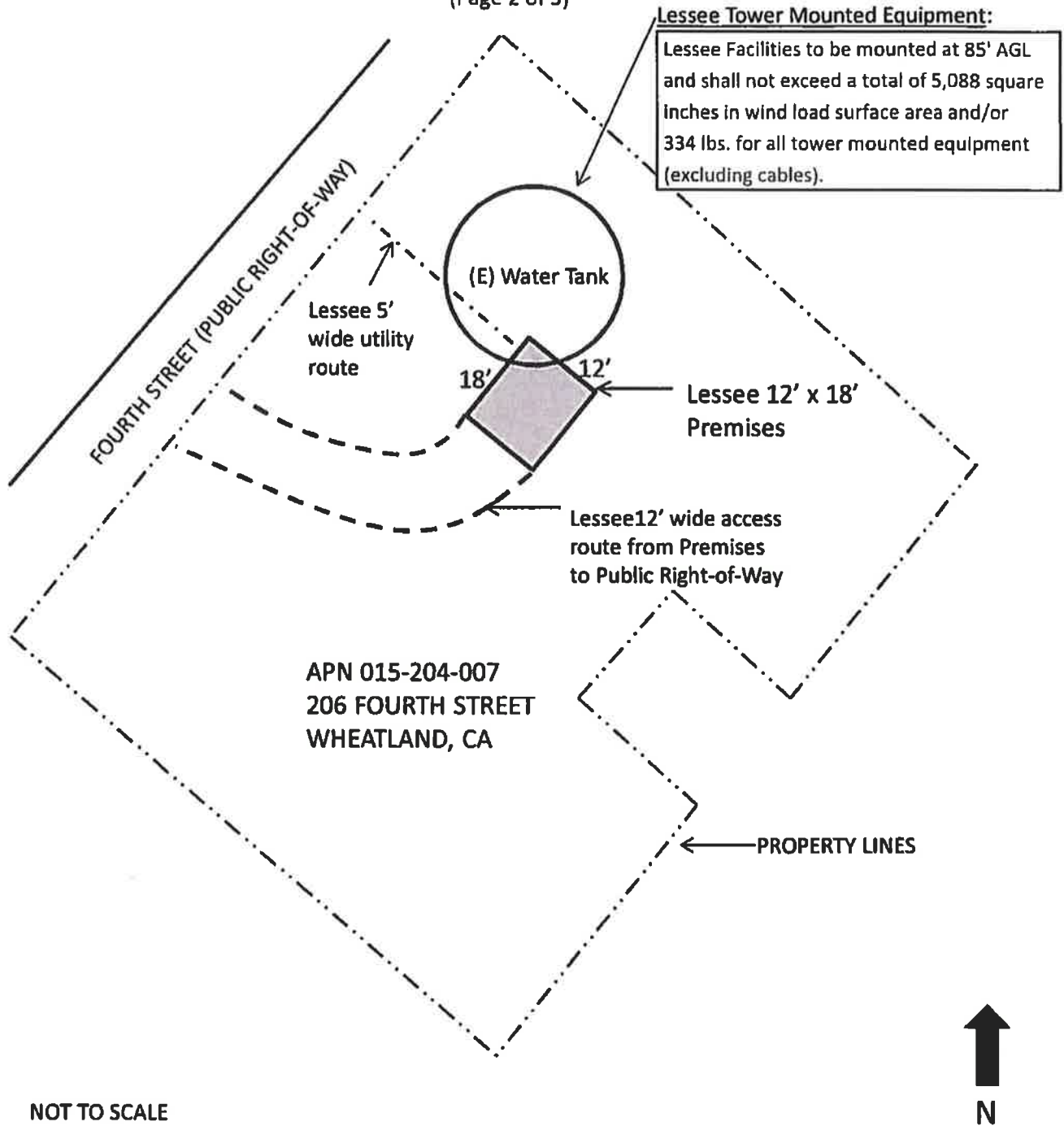
Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s):

However, it is expressly agreed and understood by and between the City and Lessee that the exact and precise location of the Lessee's Antenna Facilities are subject to review and approval by the Planning, Public Works and Engineering, and/or Building Departments having jurisdiction over the "Premises".

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Lessee's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises, subject to Paragraph 5 of the Agreement.

See Attached.

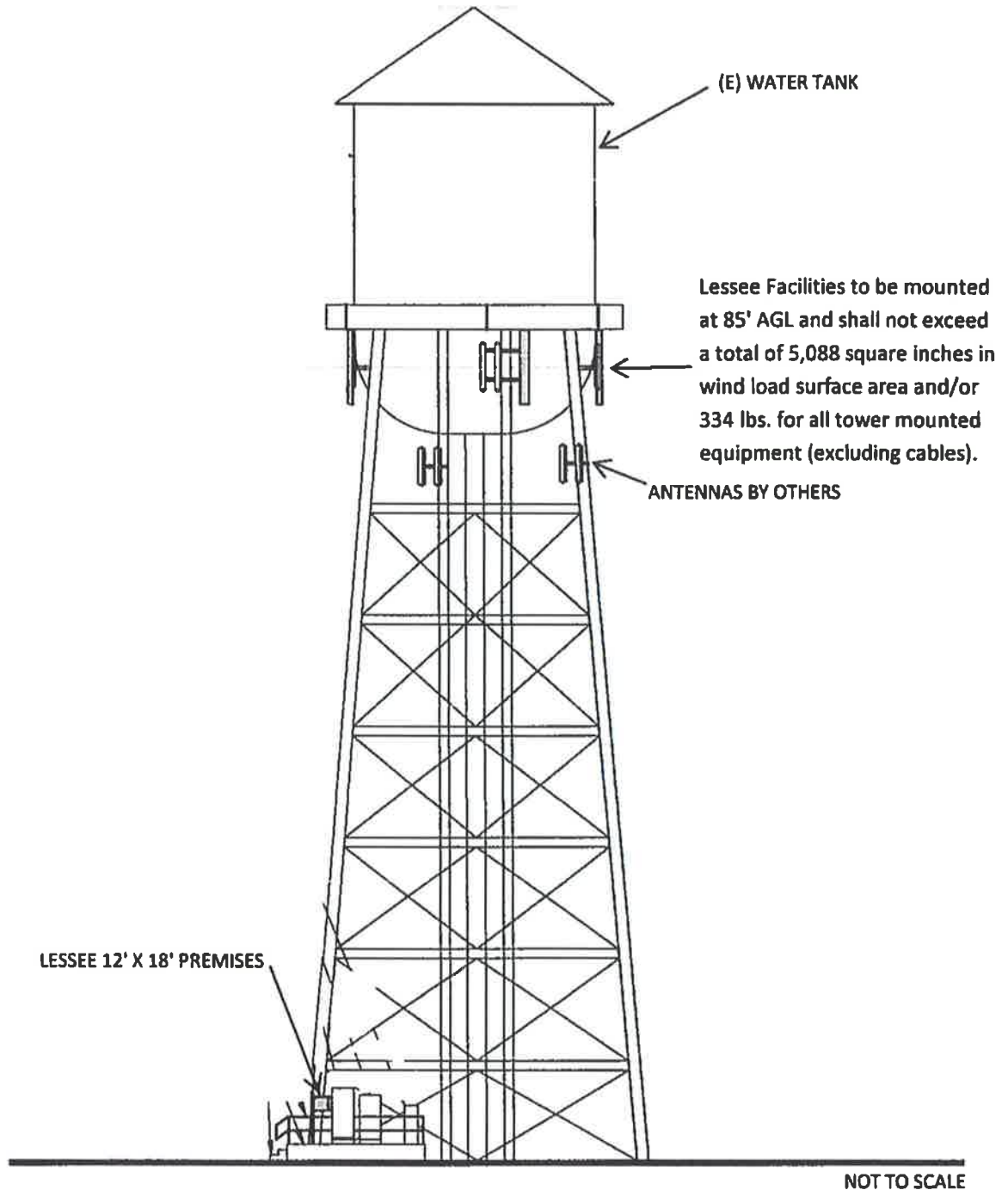
EXHIBIT B
(Page 2 of 3)



Notwithstanding anything to the contrary, the specific number and type of equipment described in this Exhibit B is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

EXHIBIT B

(Page 3 of 3)



Lessee Facilities:

Lessee Facilities to be mounted at 85' AGL and shall not exceed a total of 5,088 square inches in wind load surface area and/or 334 lbs. for all tower mounted equipment (excluding cables).

SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("Second Amendment") is made and entered into on _____, 2021 ("Effective Date"), by and between the **CITY OF WHEATLAND, a municipal corporation** (the "City"), and **T-MOBILE WEST LLC, a Delaware limited liability company** ("Lessee").

WHEREAS, City and Lessee entered into that certain Communications Site Lease Agreement, dated August 29, 2016, as amended by that certain First Amendment to Communications Site Lease Agreement dated March 5, 2018 (collectively the "Agreement") wherein Lessee leased the Premises (as more fully described therein) that are a portion of the real property, and space on City's water tower, located at 206 Fourth Street, Wheatland, CA (the "City Property"); and

WHEREAS, City and Lessee now desire to alter the terms and conditions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Lessee covenant and agree to amend the Agreement as follows:

1. The Parties hereby agree the ground space leased to Lessee, as referenced in Paragraph B of the Preamble and Recitals section of the Agreement, is hereby amended to 256 square feet.

2. City Consent. City hereby grants Lessee the right and consents to Lessee's expansion of the Premises and the installation of a generator as described and depicted in on Exhibit "B-2", which is attached hereto and by this reference incorporated herein, which equipment shall be considered part of the "Lessee Facilities" under the Agreement.

3. Rent. The Rent that Lessee pays Lessor will be increased by Four Hundred and no/100 Dollars (\$400.00) per month as of the first day of the month following the date of commencement of construction for the modification of the additional equipment. Thereafter, Rent shall be payable in accordance with the terms of the Lease.

4. Unless otherwise defined herein, all capitalized terms used in this Second Amendment shall have the same meaning as in the Agreement. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control.

5. Except as modified by this Second Amendment, the Agreement shall remain in full force and effect and is ratified and confirmed by the parties.

6. This Second Amendment may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed electronic copies of this Second Amendment will legally bind the Parties to the same extent as originals.

7. The persons who have executed this Second Amendment represent and warrant that they are duly authorized to execute this Second Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the day and year first written above.

CITY: **CITY OF WHEATLAND,**
 a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

LESSEE: **T-MOBILE WEST LLC,**
 a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B-2

Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s):

However, it is expressly agreed and understood by and between the City and Lessee that the exact and precise location of the Lessee's Antenna Facilities are subject to review and approval by the Planning, Public Works and Engineering, and/or Building Departments having jurisdiction over the "Premises".

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Lessee's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises, subject to Paragraph 5 of the Agreement.

See Attached.

T-Mobile

WEST LLC

WHEATLAND

SC06203A

GENERATOR PROJECT

204 4TH ST

WHEATLAND, CA 95692

YUBA COUNTY

REVISIONS FOR



1755 CRENSHAW DRIVE
SUITE 190
SACRAMENTO, CA 95833

CONSULTING FIRM



22872 500TH 153 STREET
WHEATLAND, CA 95692
PHONE: (927) 500-5000 FAX: (927) 500-1211

PROJECT NO.

DRAWN BY:

CHECKED BY:

DATE:

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SITE DIRECTIONS

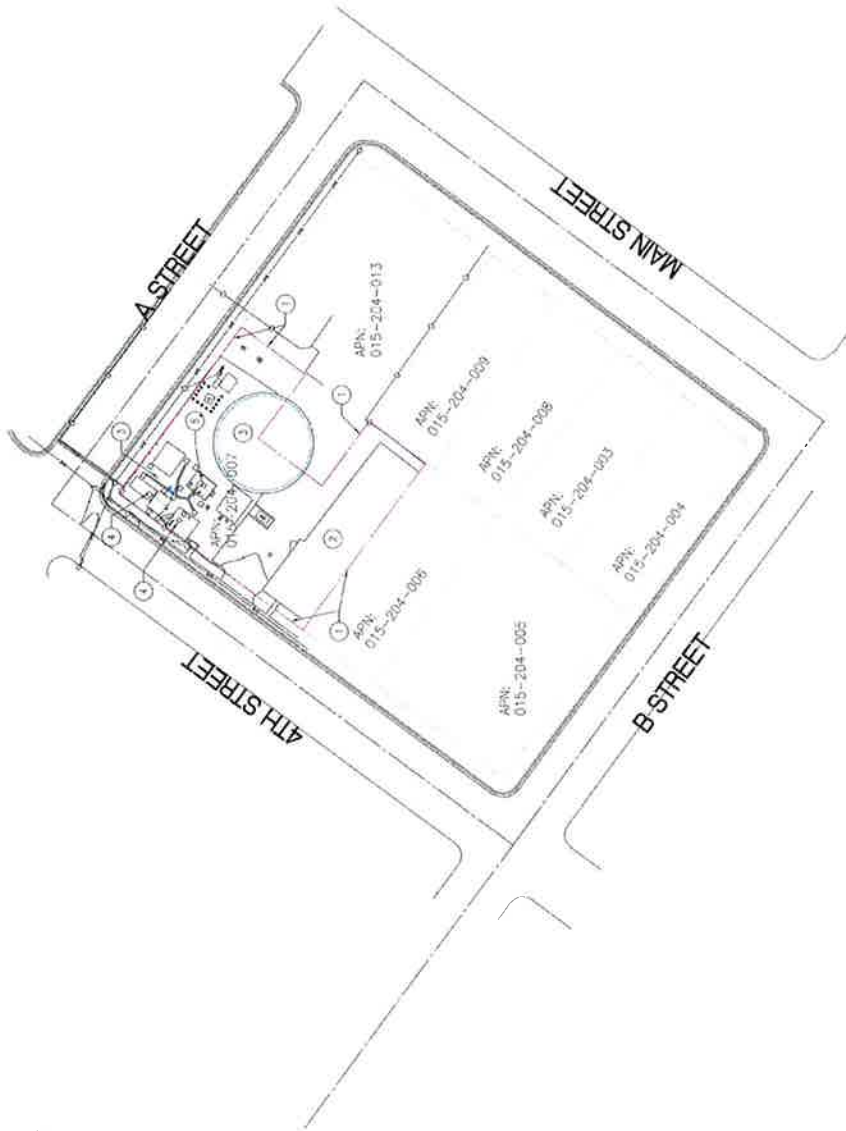
DEPART 1755 CRENSHAW DRIVE, SACRAMENTO, CA 95833 ON CRENSHAW DRIVE (WEST). TURN LEFT (SOUTH-WEST) ONTO CAPITAL PARK DRIVE. THEN IMMEDIATELY TURN LEFT (SOUTH) ONTO NICHOLS PARK DRIVE. TURN RIGHT (WEST) ONTO GARDEN WAY. TAKE RAMP (RIGHT) ONTO I-5 (CA-99). AT EXIT 528B, TURN LEFT (NORTH) ONTO 4TH STREET. AT EXIT 528B, TURN LEFT (NORTH) ONTO 4TH STREET. AT EXIT 16, KEEP RIGHT ONTO RAMP (TURN RIGHT). TURN LEFT (NORTH) ONTO 4TH STREET. ARRIVE AT THE EXISTING SITE.

PROJECT DESCRIPTION

THE PROJECT PROVIDES A 100 AMP GENERATOR, AUTOMATIC TRANSFER SWITCH, (1) CAMERA, 200V BUSES, GENERATOR (A), (B) GENERATOR, AND 400V/240V/120V/60W/100W/150W/200W/250W/300W/350W/400W/450W/500W/550W/600W/650W/700W/750W/800W/850W/900W/950W/1000W/1050W/1100W/1150W/1200W/1250W/1300W/1350W/1400W/1450W/1500W/1550W/1600W/1650W/1700W/1750W/1800W/1850W/1900W/1950W/2000W/2050W/2100W/2150W/2200W/2250W/2300W/2350W/2400W/2450W/2500W/2550W/2600W/2650W/2700W/2750W/2800W/2850W/2900W/2950W/3000W/3050W/3100W/3150W/3200W/3250W/3300W/3350W/3400W/3450W/3500W/3550W/3600W/3650W/3700W/3750W/3800W/3850W/3900W/3950W/4000W/4050W/4100W/4150W/4200W/4250W/4300W/4350W/4400W/4450W/4500W/4550W/4600W/4650W/4700W/4750W/4800W/4850W/4900W/4950W/5000W/5050W/5100W/5150W/5200W/5250W/5300W/5350W/5400W/5450W/5500W/5550W/5600W/5650W/5700W/5750W/5800W/5850W/5900W/5950W/6000W/6050W/6100W/6150W/6200W/6250W/6300W/6350W/6400W/6450W/6500W/6550W/6600W/6650W/6700W/6750W/6800W/6850W/6900W/6950W/7000W/7050W/7100W/7150W/7200W/7250W/7300W/7350W/7400W/7450W/7500W/7550W/7600W/7650W/7700W/7750W/7800W/7850W/7900W/7950W/8000W/8050W/8100W/8150W/8200W/8250W/8300W/8350W/8400W/8450W/8500W/8550W/8600W/8650W/8700W/8750W/8800W/8850W/8900W/8950W/9000W/9050W/9100W/9150W/9200W/9250W/9300W/9350W/9400W/9450W/9500W/9550W/9600W/9650W/9700W/9750W/9800W/9850W/9900W/9950W/10000W/10050W/10100W/10150W/10200W/10250W/10300W/10350W/10400W/10450W/10500W/10550W/10600W/10650W/10700W/10750W/10800W/10850W/10900W/10950W/11000W/11050W/11100W/11150W/11200W/11250W/11300W/11350W/11400W/11450W/11500W/11550W/11600W/11650W/11700W/11750W/11800W/11850W/11900W/11950W/12000W/12050W/12100W/12150W/12200W/12250W/12300W/12350W/12400W/12450W/12500W/12550W/12600W/12650W/12700W/12750W/12800W/12850W/12900W/12950W/13000W/13050W/13100W/13150W/13200W/13250W/13300W/13350W/13400W/13450W/13500W/13550W/13600W/13650W/13700W/13750W/13800W/13850W/13900W/13950W/14000W/14050W/14100W/14150W/14200W/14250W/14300W/14350W/14400W/14450W/14500W/14550W/14600W/14650W/14700W/14750W/14800W/14850W/14900W/14950W/15000W/15050W/15100W/15150W/15200W/15250W/15300W/15350W/15400W/15450W/15500W/15550W/15600W/15650W/15700W/15750W/15800W/15850W/15900W/15950W/16000W/16050W/16100W/16150W/16200W/16250W/16300W/16350W/16400W/16450W/16500W/16550W/16600W/16650W/16700W/16750W/16800W/16850W/16900W/16950W/17000W/17050W/17100W/17150W/17200W/17250W/17300W/17350W/17400W/17450W/17500W/17550W/17600W/17650W/17700W/17750W/17800W/17850W/17900W/17950W/18000W/18050W/18100W/18150W/18200W/18250W/18300W/18350W/18400W/18450W/18500W/18550W/18600W/18650W/18700W/18750W/18800W/18850W/18900W/18950W/19000W/19050W/19100W/19150W/19200W/19250W/19300W/19350W/19400W/19450W/19500W/19550W/19600W/19650W/19700W/19750W/19800W/19850W/19900W/19950W/20000W/20050W/20100W/20150W/20200W/20250W/20300W/20350W/20400W/20450W/20500W/20550W/20600W/20650W/20700W/20750W/20800W/20850W/20900W/20950W/21000W/21050W/21100W/21150W/21200W/21250W/21300W/21350W/21400W/21450W/21500W/21550W/21600W/21650W/21700W/21750W/21800W/21850W/21900W/21950W/22000W/22050W/22100W/22150W/22200W/22250W/22300W/22350W/22400W/22450W/22500W/22550W/22600W/22650W/22700W/22750W/22800W/22850W/22900W/22950W/23000W/23050W/23100W/23150W/23200W/23250W/23300W/23350W/23400W/23450W/23500W/23550W/23600W/23650W/23700W/23750W/23800W/23850W/23900W/23950W/24000W/24050W/24100W/24150W/24200W/24250W/24300W/24350W/24400W/24450W/24500W/24550W/24600W/24650W/24700W/24750W/24800W/24850W/24900W/24950W/25000W/25050W/25100W/25150W/25200W/25250W/25300W/25350W/25400W/25450W/25500W/25550W/25600W/25650W/25700W/25750W/25800W/25850W/25900W/25950W/26000W/26050W/26100W/26150W/26200W/26250W/26300W/26350W/26400W/26450W/26500W/26550W/26600W/26650W/26700W/26750W/26800W/26850W/26900W/26950W/27000W/27050W/27100W/27150W/27200W/27250W/27300W/27350W/27400W/27450W/27500W/27550W/27600W/27650W/27700W/27750W/27800W/27850W/27900W/27950W/28000W/28050W/28100W/28150W/28200W/28250W/28300W/28350W/28400W/28450W/28500W/28550W/28600W/28650W/28700W/28750W/28800W/28850W/28900W/28950W/29000W/29050W/29100W/29150W/29200W/29250W/29300W/29350W/29400W/29450W/29500W/29550W/29600W/29650W/29700W/29750W/29800W/29850W/29900W/29950W/30000W/30050W/30100W/30150W/30200W/30250W/30300W/30350W/30400W/30450W/30500W/30550W/30600W/30650W/30700W/30750W/30800W/30850W/30900W/30950W/31000W/31050W/31100W/31150W/31200W/31250W/31300W/31350W/31400W/31450W/31500W/31550W/31600W/31650W/31700W/31750W/31800W/31850W/31900W/31950W/32000W/32050W/32100W/32150W/32200W/32250W/32300W/32350W/32400W/32450W/32500W/32550W/32600W/32650W/32700W/32750W/32800W/32850W/32900W/32950W/33000W/33050W/33100W/33150W/33200W/33250W/33300W/33350W/33400W/33450W/33500W/33550W/33600W/33650W/33700W/33750W/33800W/33850W/33900W/33950W/34000W/34050W/34100W/34150W/34200W/34250W/34300W/34350W/34400W/34450W/34500W/34550W/34600W/34650W/34700W/34750W/34800W/34850W/34900W/34950W/35000W/35050W/35100W/35150W/35200W/35250W/35300W/35350W/35400W/35450W/35500W/35550W/35600W/35650W/35700W/35750W/35800W/35850W/35900W/35950W/36000W/36050W/36100W/36150W/36200W/36250W/36300W/36350W/36400W/36450W/36500W/36550W/36600W/36650W/36700W/36750W/36800W/36850W/36900W/36950W/37000W/37050W/37100W/37150W/372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SITE PLAN KEY NOTES:

- 1 (E) PROPERTY LINE
- 2 (E) BUILDING
- 3 (E) WATER TANK
- 4 (E) EQUIPMENT CABINET (OTHERS)
- 5 (E) T-MOBILE EQUIPMENT CABINET



SITE PLAN

24"x36" SCALE: 1" = 40'-0"
11x17" SCALE: 1" = 80'-0"



1

PREPARED FOR:



1750 OREGON DRIVE
SUITE 100
SACRAMENTO, CA 95833

CONSULTING FIRM



22872 50TH ST
OAKLAND, CA 94612

PROJECT NO. 0900

DRAWN BY: CH

CHECKED BY: CH

DATE: 8/1/21

DATE: 8/1/21

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WHEATLAND

SC06203A

204 4TH ST

WHEATLAND, CA 95692

YUBA COUNTY

SHEET NO.

SITE PLAN

SHEET NUMBER

A-1



 150 ONDREAS AVE. S.W.

 SUITE 100

 SEASIDE, CA 92151



 2272 SOUTH 193 STREET,

 GREEN OAK, CA 95142

 PHONE: 415-712-0000 FAX: 415-712-1211

PROJECT NO.	000
DRAWN BY	SH
CHECKED BY	DA

NO.	DATE	DESCRIPTION
1	8/11/21	ISSUE FOR SUBMITTAL
2	1/23/22	ISSUE FOR REVIEW



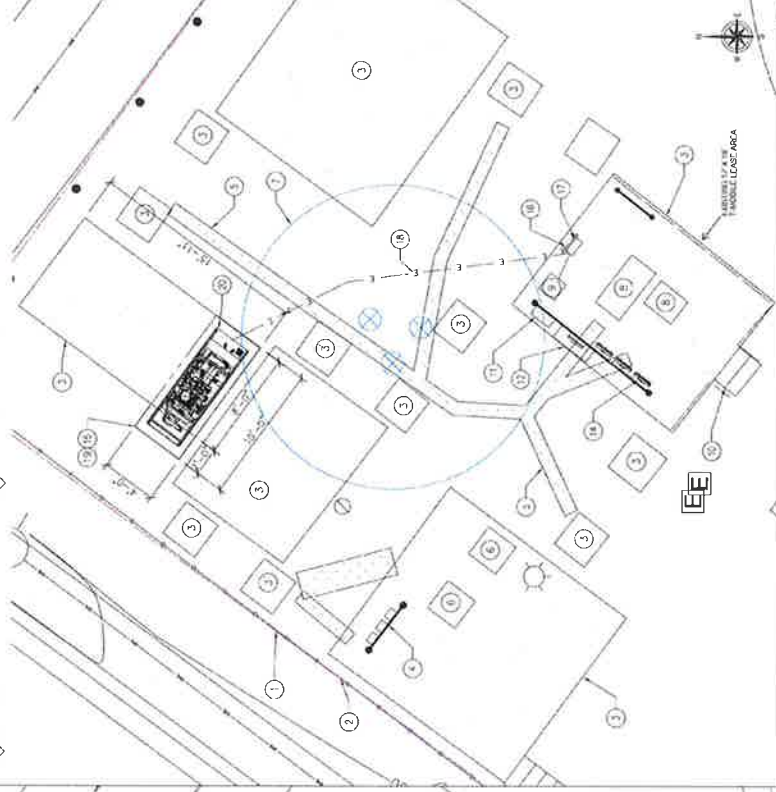
WHEATLAND
SC06203A
 204 4TH ST
 WHEATLAND, CA 95692
 YUBA COUNTY

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
A-2

NOTE: LESSEE FACILITIES MOUNTED AT 8' A.O.C. SHALL NOT EXCEED A TOTAL OF 36 SQ. FEET PER 100 SQ. FEET OF LEASE AREA. THIS LIMIT SHALL BE EXCLUDED FOR ALL OTHER MOUNTED EQUIPMENT (EXCLUDING CABLES).

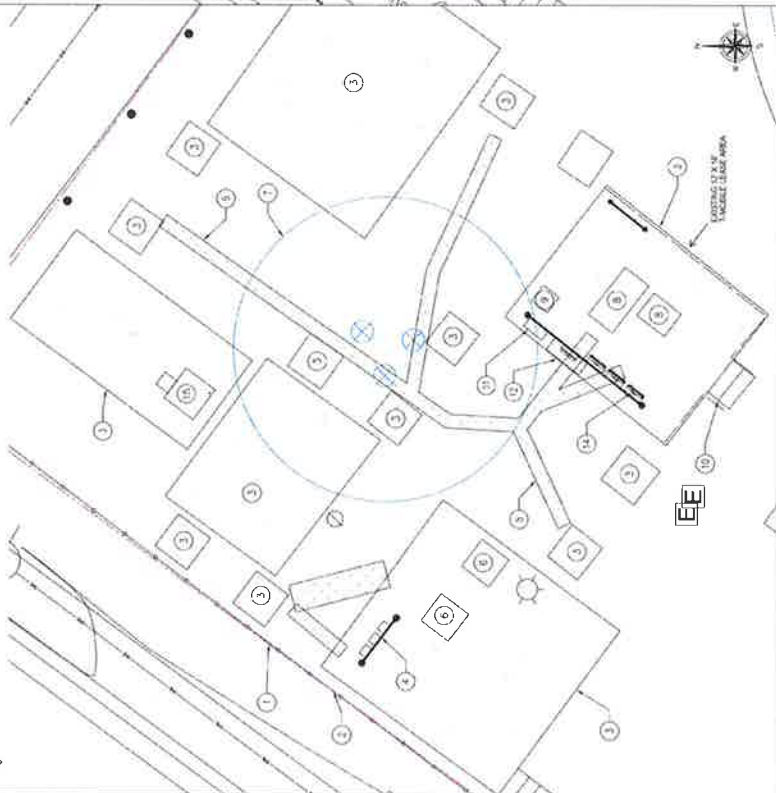
- SITE PLAN KEY NOTES:**
- 1 (E) PROPERTY LINE
 - 2 (F) CHAIN LINK FENCE
 - 3 (E) CONCRETE PAD
 - 4 (E) H-FRAME
 - 5 (C) CABLE TRAY
 - 6 (E) EQUIPMENT (OTHERS)
 - 7 (E) WATER TANK
 - 8 (E) T-MOBILE EQUIPMENT CABINET
 - 9 (E) TESCO PEDESTAL
 - 10 (E) STEPS
 - 11 (E) TELCO BOX
 - 12 (E) CENM & URM BOX
 - 13 (E) CABLE TRAY
 - 14 (E) RRU'S
 - 15 (N) T-MOBILE 4' X 10' LEASE AREA
 - 16 (N) H-FRAME
 - 17 (N) GENERAC 200 AMP AUTOMATIC TRANSFER SWITCH
 - 18 (N) POWER CONDUIT
 - 19 (N) CONCRETE PAD
 - 20 (N) GENERAC 25KW DIESEL GENERATOR



3/4" = 1' SCALE 1/8" = 1'-0"
 1/4" = 1' SCALE 1/8" = 1'-0"

NOTE: LESSEE FACILITIES MOUNTED AT 8' A.O.C. SHALL NOT EXCEED A TOTAL OF 36 SQ. FEET PER 100 SQ. FEET OF LEASE AREA. THIS LIMIT SHALL BE EXCLUDED FOR ALL OTHER MOUNTED EQUIPMENT (EXCLUDING CABLES).

- SITE PLAN KEY NOTES:**
- 1 (E) TELCO BOX
 - 2 (F) CHAIN LINK FENCE
 - 3 (E) CONCRETE PAD
 - 4 (E) H-FRAME
 - 5 (C) CABLE TRAY
 - 6 (E) EQUIPMENT (OTHERS)
 - 7 (E) WATER TANK
 - 8 (E) T-MOBILE EQUIPMENT CABINET
 - 9 (E) TESCO PEDESTAL
 - 10 (E) STEPS



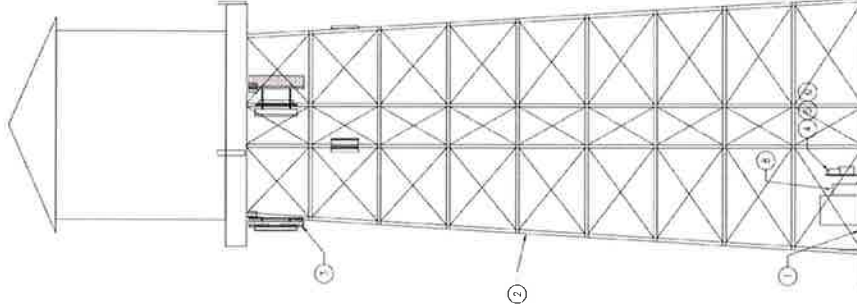
3/4" = 1' SCALE 1/8" = 1'-0"
 1/4" = 1' SCALE 1/8" = 1'-0"

EXISTING ENLARGED SITE PLAN

PROPOSED ENLARGED SITE PLAN

SITE PLAN KEY NOTES:

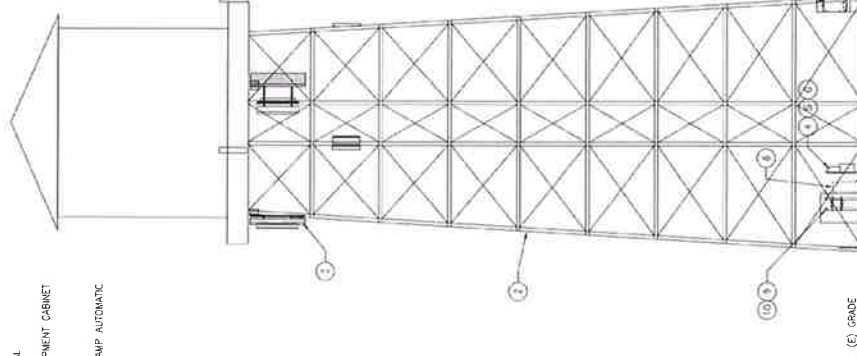
- 1 (E) CONCRETE PAD
- 2 (E) WATER TANK
- 3 (E) ANTENNAS
- 4 (E) TELCO BOX
- 5 (E) GEN & UAM BOX
- 6 (E) RRU'S
- 7 (E) TESCO PEDESTAL
- 8 (E) T-MOBILE EQUIPMENT CABINET



EXISTING NORTHEAST ELEVATION

SITE PLAN KEY NOTES:

- 1 (N) CONCRETE PAD
- 2 (N) GENERIC 25KW DIESEL GENERATOR
- 3 (E) ANTENNAS
- 4 (E) TELCO BOX
- 5 (E) GEN & UAM BOX
- 6 (E) RRU'S
- 7 (E) TESCO PEDESTAL
- 8 (E) T-MOBILE EQUIPMENT CABINET
- 9 (N) H-FRAME
- 10 (N) GENERAC 200 AMP AUTOMATIC TRANSFER SWITCH



PROPOSED NORTHEAST ELEVATION

PREPARED FOR:



1725 OAKLAND AVENUE
SUITE 100
SAN FRANCISCO, CA 94112

UNIVERSITY PARK



23372 SLOTH 183 STREET
OAKEN CREEK AZ 85112
PHONE: 602-419-0030 FAX: 602-279-1211

PROJECT NO: 3000

DRAWN BY: CH

CHECKED BY: CH

REV	DATE	DESCRIPTION
1	8/1/77	ENTER THE NUMBER
2	1/29/21	ISSUE THE DESIGN



WHEATLAND
SC06203A
204 1TH ST
WHEATLAND, CA 95692
YUBA COUNTY

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-3

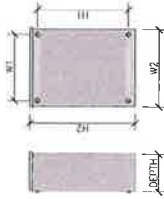
1" = 10' SCALE
1" = 10' SCALE

SPECIFICATIONS

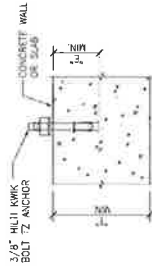
MODEL	RSC200A3
AMPS	200
VOLTAGE	120/240, 1ø
LOAD TRANSITION TYPE	OPEN TRANSITION
ENCLOSURE TYPE	NEAR/FULL 3R
UL RATING	UL/COLL

DIMENSIONS

MODEL	RSC200A3
HEIGHT (IN./MM)	17 25/32 (437.9)
WIDTH (IN./MM)	20 (508)
DEPTH (IN./MM)	12 5/16 (317.5)
WEIGHT (LBS./KGS)	14.6 (370.8)
DEPTH (IN./MM)	7 13/16 (196.1)
WEIGHT (LBS./KGS)	30 (9.07)



GENERAC 200 AMP AUTOMATIC TRANSFER SWITCH

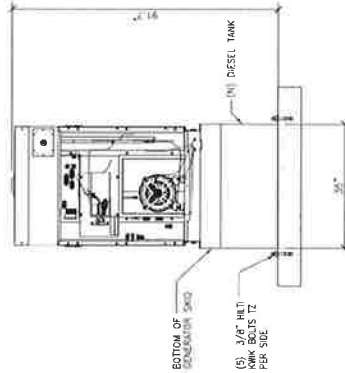
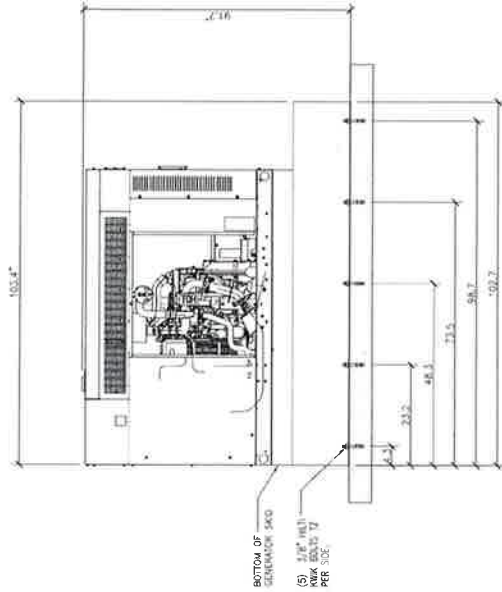


ANCHOR SCHEDULE	5/8"		5/8"		5/8"	
	1/2"	1/2"	3/4"	3/4"	3/4"	3/4"
MIN. EMBEDMENT DEPTH	2"	2"	3-1/4"	3-1/8"	4"	4-3/4"
MIN. EMBEDMENT DEPTH	8"	5"	6"	6"	6"	8"
MIN. EMBEDMENT DEPTH	2-1/2"	2-7/8"	3-1/4"	2-7/8"	4-1/4"	4"
PULLOUT STRENGTH IN CONCRETE	2,340 LBS	N/A	3,180 LBS	N/A	3,840 LBS	8,110 LBS
MIN. EMBEDMENT DEPTH	2"	2"	3-1/4"	3-1/8"	4"	4-3/4"

ANCHOR SCHEDULE NOTE: THIS TABLE IS IN ACCORDANCE WITH: ICC REPORT ESR-1817

NOTES:

1. SUBSTITUTION OF A HILTI KWIK BOLT TZ ANCHOR WITH OTHER EXPANSION ANCHORS MANUFACTURED BY HILTI OR OTHER MANUFACTURERS IS NOT ALLOWED WITHOUT THE WRITTEN APPROVAL OF THE CONTRACTOR. THE CONTRACTOR SHALL BEAR THE ENTIRE COST OF REPLACEMENT OF NON-APPROVED ANCHORS.
2. THE CONTRACTOR SHALL ACCURATELY LOCATE ALL EXISTING REINFORCING BY X-RAY OR EQUIVALENT METHOD. NO REBAR OR TENDONS SHALL BE CUT. ALL TENDONS SHALL BE ENTIRELY AT THE EXPENSE OF THE CONTRACTOR.
3. SPECIAL INSPECTION IS REQUIRED FOR INSTALLATION OF ANCHORS.
4. INSTALLATION OF CONCRETE ANCHORS IN MASONRY IS NOT ALLOWED.
5. USE STAINLESS STEEL FOR EXPOSED APPLICATIONS.
6. NORMAL WEIGHT AND SAND-WEIGHT CONCRETE MUST CONFORM TO SECTIONS 1903 AND 1905 OF THE IBC.



LEVEL 2: 25KW ATTENUATION ENVELOPE
 RUN TIME: 240
 USABLE CAPACITY GAL.: 103.4 x .35 x 91.7
 WEIGHT lbs (with skid): 2,161
 SOUND LEVEL: 65 dba

HILTI KWIK BOLT TZ ANCHOR

GENERAC 25KW DIESEL GENERATOR

REVISIONS

T-Mobile
WIRELESS

1450 CHERRY CREEK DRIVE
SUITE 100
SHERMAN, CA 95633

CONSULTING FIRM

SINGLE SOURCE

28912 SOUTH 93 STREET,
OCEAN CREEK AT 85142
SHERMAN, CA 95633

PROJECT NO: 0000
 DRAWN BY: CH
 CHECKED BY: CH

NO.	DATE	DESCRIPTION
1	1/1/11	ISSUE FOR SUBMITTAL
2	1/1/11	ISSUE FOR RECORD
3	1/1/11	REVISION



WHEATLAND
 SC06203A
 294 4TH ST
 WHEATLAND, CA 95692
 YUBA COUNTY

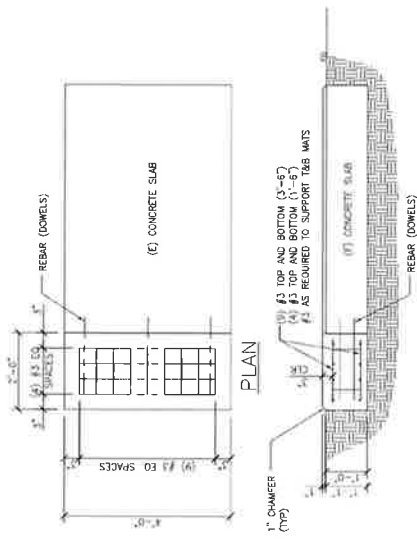
SHEET TITLE
 DETAILS

SHEET NUMBER
 A-4

SCALE
 1"

DESIGN:
 CBC 2018, ACI-318
 MINIMUM SOIL BEARING $Q_u = 500$ PSF
 $DL = 16,000$ # 2500 PSI
 TOP OF CONCRETE $W/C = 0.5$
 TOP OF CEMENT $W/C = 0.5$
 REINFORCING #615 G860, $F_y = 60$ KSI

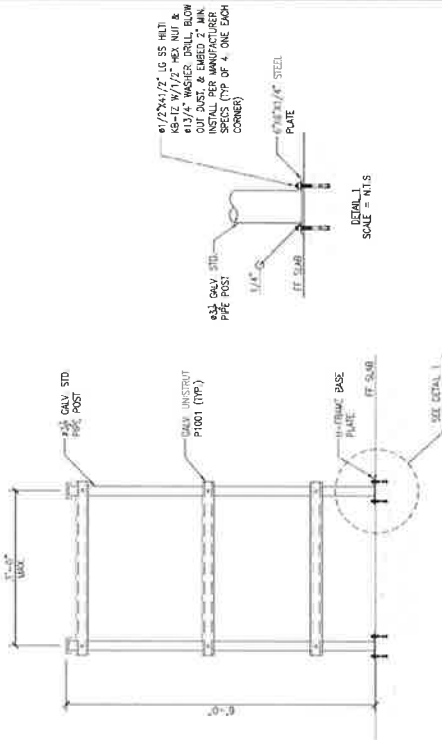
NOTES:
 1. CONSTRUCTION SHALL CONFORM PAD ORIENTATION WITH SITE PLANS



CONCRETE PAD

4 NOT USED

2



NEW H-FRAME DETAIL

3 NOT USED

1

PREPARED FOR:

T-Mobile
 WEST LLC

1755 CHAMBERS DRIVE
 SUITE 100
 YUBA, CA 95901

CONSULTING FIRM

SINGLE SOURCE

2312 SOUTH 143 STREET
 OAKEN OREGON 97142
 PHONE 503-210-8000 FAX 503-219-1211

PROJECT NO: 5000
 DRAWN BY: CH
 CHECKED BY: DH

NO.	DATE	DESCRIPTION
1	8/11/21	ADD 10% INFLATION
2	1/28/21	ISSUE FOR REVIEW
3		
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7		
8		
9		
10		



WHEATLAND
 SC06203A
 204 4TH ST
 WHEATLAND, CA 95690
 YUBA COUNTY

SHEET TITLE
 DETAILS

SHEET NUMBER
 A-5

PREPARED FOR:



1750 CRENSHAW AVE. DR.
SUITE 300
SACRAMENTO, CA 95833

CONSULTING FIRM



22872 SOUTH 183 STREET
EDEN RACED AZ 85142
PHONE: (602) 938-2825 FAX: (602) 938-1213

PROJECT NO: 5006
DRAWN BY: CH
CHECKED BY: CH

1	8/1/21	ISSUE FOR SUBMITTAL
2	1/25/21	ISSUE FOR REVIEW
3		REVISIONS
4		DATE
5		DESCRIPTION



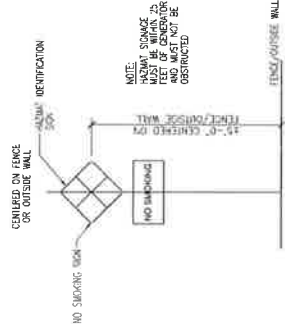
WHEATLAND
SC06203A
204 4TH ST
WHEATLAND, CA 95892
YUBA COUNTY

SHEET TITLE
GENERATOR SIGNAGE

SHEET NUMBER
A-6

- SPECIFICATIONS:
1. FENCE TYPE USED: ALUMINUM
NUMBERS-HELVETICA BOLD EXTENDED
LETTERS-HELVETICA BLACK BT
 2. NUMBERS SHALL BE A MINIMUM OF 3-1/2" HIGH WITH 17/16" STROKE WIDTH
 3. LETTERING FOR WHITE SPECIAL HAZARD BOX:
ONE LINE: 1-3/4" HIGH WITH 7/16" STROKE WIDTH
TWO LINES: 1-1/4" HIGH WITH 7/16" STROKE WIDTH
THREE LINES: 1-1/4" HIGH WITH 7/16" STROKE WIDTH
 4. NUMBERS AND LETTERS ARRANGED BY COLOR AS SHOWN ABOVE
 5. SIGN SHALL BE POSTED AT LOCATION APPROVED BY THE CITY'S FIRE DEPARTMENT

TANK SIGNAGE SPECIFICATIONS



HAZMAT SIGNAGE

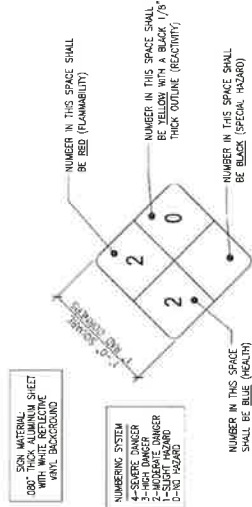
NO SMOKING
OR OPEN
FLAMES WITHIN
25 FEET

SIGN REQUIREMENTS:
MATERIAL- 6 1/2"x11" 60ML THICK WHITE PLASTIC
COLOR AND LETTERING- PER OSHA 1910.145;
REGULATIONS OF ACCIDENT PREVENTION SIGNS AND
TAGGING- VERIFY MOUNTING LOCATION WITH LOCAL
FIRE INSPECTOR

DANGER SIGNAGE

1. ALL SIGNS SHALL BE UV-RESISTANT FOR OUTDOOR USE
2. ALL SIGNS SHALL HAVE A MINIMUM 3-GRAM GUARANTEE WITHOUT SHOWING ANY SIGNS OF FADING OR DEGRADATION
3. ALL SIGNS SHALL HAVE ROUNDED CORNERS WITH PRE-DRILLED HOLES AND WEATHER PROOF PRESS-ON POSITIVE ADHESIVE BACKING FOR MOUNTING
4. ALL SIGNS SHALL BE PROVIDED PER THEIR SPECIFIC REQUIREMENTS, UNLESS OTHERWISE SPECIFIED DUE TO SIZE RESTRAINTS OR LANDSCAPE DEMANDS

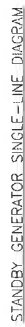
GENERAL SIGNAGE NOTES



HAZMAT IDENTIFICATION SIGN CONFIGURED FOR FUEL OIL #1 (CAS 068334-30-5)
(TYPICAL FOR DIESEL GENERATORS)
CONTRACTOR TO PROVIDE SIGN PER T-MOBILE STANDARDS

TANK SIGNAGE

1. SUBCONTRACTOR SHALL FOLD OVER WITH THE SCOPE OF WORK, THAT ALL EXISTING CONDUITS, CONDUIT STUB-UPS, AND ELECTRICAL EQUIPMENT/HARNESS ARE INSTALLED PER NEC AND LOCAL AUTHORITIES HAVING JURISDICTION.
2. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO DIMENSIONS PROVIDED BY EQUIPMENT MANUFACTURERS.
3. REMOVE SOURCE AT SERVICE ENTRANCE EQUIPMENT AS REQUIRED BY NEC ARTICLE 702.8 INDICATING SITE HAS TWO-POLE AUTOMATIC START STANDBY GENERATOR.
4. THIS SITE IS NOT REQUIRED BY A DETERMINING AGENCY TO BE A LEGALLY REQUIRED SYSTEM.
5. THE PROPOSED STANDBY GENERATOR IS NOT A SEPARATELY-DERIVED POWER SYSTEM.
6. THE GENERATOR SIZE HAS BEEN SPECIFIED BY THE CLIENT. THE CLIENT SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE LOAD APPLIED TO THE GENERATOR IS WITHIN THE GENERATOR'S RATING.
7. THE CONTRACTOR SHALL VERIFY THE AVAILABLE FAULT CURRENT WITH THE SERVING UTILITY AND SHALL USE THE DATA TO CALCULATE THE AVAILABLE FAULT CURRENT. THE AVAILABLE FAULT CURRENT SHALL BE USED TO DETERMINE THE APPROPRIATE FAULT CURRENT RATING FOR THE CALCULATED FAULT CURRENT.



GROUNDING PLAN

1. GENERAC 25KW DIESEL GENERATOR
GROUND TO GROUND RING (FIELD VERIFY LOCATION)
2. GENERAC 200 AMP AUTOMATIC TRANSFER SWITCH
GROUND TO GROUND RING (FIELD VERIFY LOCATION)
3. 4-FRAME GROUND TO GROUND RING (FIELD VERIFY
LOCATION)

24" x 36" SCALE 3/8" = 1'-0"

T-Mobile
WIRELESS

CONSULTING. FIRM



22972 SOUTH 193 STREET,
QUEEN CREEK AZ 85142

1171-6/2-082 AYJ 0509-010-709 710044
ZALCO INC 00000000000000000000

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[illegible]

●	6/11/21	POWELL FOR US SENATE
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REF	DATE	DESCRIPTION
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[illegible]

WHEATLAND

SC06203A

WHEATLAND, CA 95692

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GROUNDING

1000

SHEET NUMBER 1729

Year	Percentage of respondents
1990	45
1995	55
2000	65
2005	75
2010	80
2015	85
2020	85
