

FILED OFFICE OF THE CIL : CLERP OAKLAND

2012 NOV - 1 PM 12: 04 AGENDA REPORT

TO: DEANNA J. SANTANA CITY ADMINISTRATOR FROM: Fred Blackwell

SUBJECT: Coliseum Authority Wireless Agreement

DATE: October 22, 2012

City Administrator

Approval Date Domain

COUNCIL DISTRICT: #7

Date

RECOMMENDATION

Staff recommends that the City Council adopt:

A City of Oakland Resolution Approving and Authorizing the Execution of a License Agreement Between Verizon Wireless and the Oakland Alameda County Coliseum Authority and certain related matters

OUTCOME

Adoption of this resolution will authorize the City Administrator to sign the attached License Agreement (*Attachment A*) on behalf of the City of Oakland. The terms of the Management Agreement for the Oakland Alameda County Coliseum Complex require City of Oakland and Alameda County approval of license agreements pertaining to the Coliseum Complex.

BACKGROUND/LEGISLATIVE HISTORY

On November 18, 2011, the Board of Commissioners of the Oakland-Alameda County Coliseum Authority (the "Authority") gave its approval for a License Agreement (the "License Agreement") with Verizon Wireless, via its affiliate, GTE Mobilenet of California Limited Partnership ("Verizon"). The License Agreement will permit Verizon to join the existing Distributed Antenna System ("DAS") at the Coliseum facilities, which was installed by AT&T in 2010. The terms of that 2010 agreement allow for other cellular companies to join the DAS.

Verizon sent a proposal to the Authority to join the DAS, which the Authority accepted at its November 18, 2011 meeting. In September 2012, the Authority formally requested that the City of Oakland and Alameda County respectively approve the terms of this agreement, as is required for execution under the terms of the Coliseum Complex Management Agreement.

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ANALYSIS

The terms of the proposed agreement between the Authority and Verizon are as follows:

- Purpose of the License Agreement: To enable Verizon to construct and join the existing AT&T antenna system that will provide better cellular coverage to their customers at the O.co Coliseum and the Oracle Arena. Verizon intends to use this space for both the O.co Coliseum and Oracle Arena DAS.
- Verizon Equipment: Verizon wishes to utilize an area of approximately 322 square feet (32' x 14') in the northwest landscaping of the Coliseum. The equipment layout is included within Exhibit B to the proposed Wireless Agreement, which is *Attachment A* to this staff report.
- Antennas: Verizon will not install any new antennas as part of this agreement, but will make use of the DAS already in place.
- Coax Fiber Cabling: In order for Verizon to tie in to the AT&T DAS antennae "head end," Verizon proposes to start a one to four inch (1-4") conduit from the Verizon power distribution panel, to run down below in the Coliseum tunnel, and then tie in to the AT&T equipment. Verizon will need a four inch (4") deep by eighteen inch (18") wide cable tray for Radio Frequency distribution to run their coax cable through the hallways of the Coliseum. Verizon has walked the area with the engineers of the Oakland Coliseum Joint Venture (OCJV) who have approved the process described above.
- Electrical: Verizon will require a new power supply from the Oracle Arena electrical room which will comprise of a 200 amp/240 volt electrical panel. Verizon proposes to construct a 600 amp electrical panel that will offer additional electrical sources to other providers wishing to join the system. This will prevent additional electrical runs at the facilities. Verizon requests that any future providers reimburse them for this additional expense of equipment. To accommodate this 600 amp panel, a one to four inch (1-4") conduit will need to go from the electrical room of the Arena through hallways up to the Verizon lease area. In addition, a one to four inch (1-4") conduit will need to be run containing two strands of fiber from the telephone room to the Verizon lease area.
- Timing: Verizon anticipates that permit processing through the City of Oakland will take 3-4 months, and that construction will take approximately six weeks.
- Lease Term and Rent: Verizon proposes to pay the Coliseum Authority an annual lease amount of \$40,000 for the right to lease the area described. Verizon also agrees to pay the Authority a one-time amount of \$50,000 as a Construction Review Fee. The lease would commence upon Verizon's receipt of all necessary local permits. Verizon also

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proposes that the annual lease amount will increase by three percent per year. The term of the lease shall be five years, with up to four automatic extensions of five year terms each, unless the Authority notifies Verizon in writing of its intent to terminate the agreement at least 60 days prior to the expiration of the lease period which is current at the time of said notification.

COORDINATION

Staff from the City Administrator's Budget Office and the Office of the City Attorney have reviewed this report.

COST SUMMARY/IMPLICATIONS

There is no direct cost to the City of Oakland from the adoption of this resolution. Revenues generated from this licensing agreement with be applied to the Authority's operating expenses, thereby reducing any cost to the City of Oakland to fund its share of Authority operating expenses.

SUSTAINABLE OPPORTUNITIES

There are no sustainable opportunities which have been identified from this action.

For questions regarding this report, please contact James A. Bondi, City Administrator Analyst, at (510) 238-6654.

Respectfully submitted,

Fred Blackwell, Assistant City Administrator

Prepared by:

James A. Bondi, City Administrator Analyst

Office of the City Administrator

Attachments A: Proposed Wireless Agreement with Exhibits

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by and between Oakland-Alameda County Coliseum Authority, a California joint powers authority organized and existing under applicable provisions of the California Government Code and an Amended and Restated Joint Exercise of Powers Agreement, dated December 17, 1996, by and between the County of Alameda (the "County") and the City of Oakland (the "City"), having a mailing address of 7000 Coliseum Way, Oakland, CA 94621-1918 ("Licensor") and GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless, having a mailing address of 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate ("Licensee").

BACKGROUND

- A. WHEREAS, pursuant to an Amended and Restated Management Agreement entered into in March 2000 (the "Management Agreement"), Licensor operates and manages that certain plot, parcel or tract of land, improved with one or more structures (collectively, the "Structure"), together with all rights and privileges arising in connection therewith, located at 7000 Coliseum Way, City of Oakland, in the County of Alameda, State of California, and commonly known as the Oakland-Alameda County Coliseum (collectively, the "Property") as more particularly described on Exhibit 1A attached hereto; and
- B. WHEREAS this Agreement is intended to relate only to a Distributed Antenna System or DAS (as defined below) to be constructed and installed on the outdoor stadium parcel and does not include a DAS for the Arena Parcel (these are two separate parcels, each with its own APN comprise the Property).
- C. WHEREAS the Property is jointly owned in fee by the City and the County, and their approval of this Agreement is required pursuant to the terms of the Management Agreement; and
- D. WHEREAS Licensor's management agent, AEG Management Oakland, LLC, a Delaware limited liability company ("AEG"), manages and operates many of the day-to-day business and game-day operations at the Property on behalf of Licensor; and
- E. WHEREAS Licensee acknowledges that Licensor has delegated to AEG many of Licensor's rights and powers of day-to-day enforcement of access and other rules and restrictions under the Management Agreement; and
- F. WHEREAS Licensee, and those of its sublicensees, as applicable, desire to use a portion of the Property in connection with its federally licensed wireless communications business, and Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement, provided that in no event does Licensor intend to grant a leasehold interest, an easement or any other interest in real estate to Licensee.

The parties agree as follows:

1. <u>INCORPORATION OF RECITALS</u>. The recitals set forth above are incorporated herein as set forth in their entirety.

2. <u>LICENSE OF PREMISES, CONNECTIONS & ACCESS.</u>

- Premises. Licensor hereby grants to Licensee during the Term upon the terms and subject to the conditions herein stated a license as follows: (A) the exclusive use of a certain portion of the Property containing approximately four hundred forty-eight (448) square feet. including the air space above such ground space (the "Equipment Space"); and (B) the nonexclusive use of areas located throughout the Property for the use of existing antenna nodes owned by AT&T Wireless as described or depicted on the attached Exhibit IB, or in such other future locations as Licensor and Licensee shall mutually approve after good faith consultation which locations are deemed sufficient in Licensee's reasonable determination for the operation of the antennas (the "Antenna Space"). The Equipment Space and the Antenna Space are hereinafter collectively referred to as the "Premises", as described on attached Exhibit IB. In the event Licensee desires to reasonably expand the Equipment Space, and Licensee requires an additional portion of the Property (the "Additional Equipment Space"), Licensor agrees to consider, without obligation, licensing the Additional Equipment Space, upon the same terms and conditions set forth herein, except that the License Fee will increase by a proportionate amount equal to the then approximate rate per square foot that Licensee is paying to other stadium facilities in the San Francisco Bay Area for the use of space comparable to the Equipment Space portion of the Premises.
- Connections. Licensor also grants to Licensee during the Term (C) a nonexclusive license over, under, upon and through the Property to use such existing conduits, wires, cables, cable trays and other connections located on the Property (collectively "Connections") designated on Exhibit IB or otherwise reasonably approved by Licensor which Licensee reasonably determines to be necessary to provide connections or utility services between the Equipment and/or the Antenna Space and the electric power and telephone sources on the Property and (D) at Licensee's sole cost and expense, the right to install, maintain, repair, replace and remove new Connections in discrete locations in, under, upon and through the Property subject to the approval of Licensor not to be unreasonably withheld, conditioned or delayed. Licensee shall coordinate with Licensor in good faith to implement new Connections in a manner which reasonably minimizes disturbance to the normal business and parking operations of Licensor at the Property. All Connections shall be installed at Licensee's sole cost and expense, and Licensor reserves the right to require Licensee to have such Connections submetered so that utility charges are charged directly to Licensee; but if submetering is not practicable, then Licensee shall be responsible for the marginal increase in power usage over each such Connection, attributable directly to Licensee's use, as evidenced by commercially reasonable supporting documentation and invoices.
- (c) Access. Additionally, and excepting such times as the Property is subject to emergency, police; fire, health or other restrictions due to bona fide emergency circumstances or public threat, Licensor hereby grants to Licensee, its employees, agents and contractors non-exclusive (i) daily access between the hours of 9:00AM to 5:00PM, (ii) daily extended hours of access (commencing three (3) hours) prior to the scheduled commencement of an "Event" (as defined below) and ending one (1) hour after the conclusion of each such Event on each day that

an "Event" is scheduled in the Structure or on the Property, and (iii) twenty-four (24) hour access for emergency repair work that, from a practical standpoint, cannot be reasonably performed during normal business hours, so long as advance access arrangements are made with AEG, and AEG is compensated for any additional or overtime personnel costs incurred thereby. All access provided under this Agreement shall be from an improved public road adjacent to the Property to the Premises and the Structure sufficient for Licensee to undertake the Permitted Use (as defined in Section 2) ("Access"). The manner of such Access is subject to the rules and regulations of Licensor applied in a reasonable, uniform and non-discriminatory manner ("Access Rules") of which Licensee shall have received prior written notice; provided, however, that Licensee acknowledges that in all cases it must provide prior notice to AEG of intended access in accordance with the Access Rules, including the names of Licensee's authorized personnel seeking Access, proof of identity of each individual, and the purpose, location and anticipated duration of the Access. The control over such Access by Licensor includes control over the number of persons entering the Structure, and the route of ingress and egress over and through the Structure to the Premises; provided, however, that such control shall not serve to prevent Licensee's use of the Premises in the manner authorized hereby. Additionally, on the day of any Major League Baseball game, National Football League game, or any other event for which tickets are sold to the general public or for which the Structure is made available for use by a private entity (each an "Event") in the Structure or on the Property, and subject to Licensor's Access Rules furnished from time to time to Licensee. Licensor covenants and agrees to provide for Licensee two (2) free parking places on the Property for two (2) vehicles, and free entry to the Structure for two (2) technical representatives of Licensee directly involved with the operation, maintenance and/or repair of Licensee's DAS, and Access to locations throughout the Structure and the Property as reasonably necessary to enable such representatives to test, monitor, maintain and repair Licensee's DAS and the performance thereof in different locations of the Structure. If additional parking is needed by Licensee above two (2) vehicles, Licensor shall use best efforts to provide such additional parking places for Licensee's personnel directly related to Licensee's legitimate business purposes under this Agreement, provided that Licensee shall provide prior notice of the need for additional parking spaces and pay Licensee's then standard parking rates charged to the general public on the day that such additional parking is needed by Licensee. Licensee acknowledges and agrees that one or more security and/or engineering representatives of Licensor may accompany such technical representatives at any or all times during any access to the Premises or other locations in the Structure. Upon written request from Licensor, Licensee will deliver to Licensor and periodically update a list of Licensee representatives that are authorized by Licensee to have Access to the Premises and the Structure. Any technical representative may be removed from the Structure by Licensor in the event the technician is not engaged in the testing, maintenance and repair of Licensee's DAS or the performance thereof in different locations of the Structure, or otherwise performing a reasonable business function in furtherance of this Agreement. Notwithstanding the above, Licensee acknowledges that its access rights to professional sports team Events may be subject to rules and restrictions administered by the respective teams (i.e., the Oakland Raiders and the Oakland Athletics) or their respective leagues over which Licensor may have no, or only limited, control. Accordingly, Licensor shall have no responsibility or liability for a denial or limitation of Licensee's access rights over which Licensor has no responsibility or control.

3. PERMITTED USE.

- (a) Licensee may use the Premises for the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, including without limitation, cabinets, antennas, cables, accessories and improvements as may be needed by Licensee (and its sublicensees, as applicable) from time to time to provide for the continuous transmission and reception of wireless communications signals via a Distributed Antenna System, or "DAS" and to otherwise secure and maintain the operation of the DAS in the ordinary course of Licensee's business. Generally, the DAS contemplated by the parties under this Agreement is a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a localized geographic area or structure. Licensee further has the right but not the obligation to add, modify and/or replace equipment comprising the DAS in order for the DAS to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the "Permitted Use").
- Licensee has the right to install and operate transmission cables from the equipment in the Equipment Space to (i) the antennas in the Antenna Space, (ii) electric lines from the main feed to the Equipment Space, all as depicted or described on Exhibit IB, and (iii) communication lines from the Property's main entry point to the Equipment Space, and undertake appropriate measures, approved by Licensor, not to be unreasonably withheld conditioned or delayed, to secure the Premises at Licensee's expense. Licensee agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the DAS on the Property. With Licensor's prior approval, not to be umeasonably withheld, conditioned or delayed, Licensee has the right to reasonably modify, supplement, replace, or upgrade the DAS, excluding any Holdover Term (hereinafter defined). Notwithstanding the foregoing, by specific agreement between the parties, any changes, additions or modifications to the DAS, or any portion thereof within the Equipment Space portion of the Premises shall not require the prior approval of Licensor; provided, however, that within sixty (60) days following the completion of such change, addition and or modification, and Licensee's receipt of Licensor's request therefor, Licensee shall provide to Licensor a set of plans reflecting the changes, additions or modifications within the Equipment Space. Licensee will be allowed to make such reasonable alterations to the Property in order to accomplish Licensee's Permitted Use, including to ensure that Licensee's DAS complies with all applicable federal, state or local laws, rules or regulations.

4. TERM.

- (a) The initial license term will be five (5) years ("Initial Term"), commencing on the Licensee Fee Commencement Date (defined below). The Initial Term will terminate on the fifth (5th) anniversary of the Licensee Fee Commencement Date.
- (b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions, unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

- If, at least sixty (60) days prior to the end of the final Extension Tenn, neither Licensor nor Licensee has given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions (adjusted for the passage of time) for a further term of one (1) year, and for not more than four (4) annual terms thereafter (each an "Annual Term"), until terminated by either party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of any such Annual Term. The License Fee during each such Annual Term shall continue to increase by three percent (3%) annually as described in Section 5(c) hereof. If Licensee remains in possession of the Premises after the termination of this Agreement, then Licensee will be deemed to be a holdover Licensee occupying the Premises on a holdover month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement; provided, however, that the applicable License Fee then payable by Licensee shall be equal to One Hundred Twenty-five Percent (125%) of the License Fee in effect during the last year of the Annual Term prior to termination of this Agreement and shall increase by an additional ten percent (10%) on each annual anniversary date of the termination of this Agreement.
- (d) The Initial Term, any Extension Terms, any Annual Terms and any permitted Holdover Term not objected to by Licensor are collectively referred to as the Term ("Term").

5. <u>LICENSE FEE</u>.

- (a) Commencing on the first (1st) day of the month following Licensee's commencement of installation of Licensee's equipment (the "License Fee Commencement Date"), Licensee will pay Licensor a total annual license fee of Forty Thousand Dollars (\$40,000.00) (the "License Fee"), to be paid annually, in advance, to Oakland-Alameda County Coliseum Authority, or to such other person, firm or place as Licensor may, from time to time, designate in writing at least thirty (30) days in advance of any payment date by written notice. Licensor and Licensee agree that they shall acknowledge in writing the License Fee Commencement Date. Licensor and Licensee acknowledge and agree that initial License Fee payment shall not actually be sent by Licensee until thirty (30) days after a written acknowledgement confirming the License Fee Commencement Date. Additionally, Licensee shall pay to Licensor as an additional fee a one time, lump sum payment of Fifty Thousand Dollars (\$50,000.00) as reimbursement for costs and expenses incurred by Licensor in conjunction with the review and approval of Licensee's plans attached as Exhibit 1B hereto, such payment to be made within thirty (30) days after a written acknowledgement confirming the License Fee Commencement Date.
- (b) In the event that any installment of the License Fee is not paid by Licensee to Licensor within fifteen (15) days after the date such License Fee is due, a late charge of Ten Percent (10%) shall automatically be imposed upon the past due installment. Licensor and Licensee acknowledge and agree that the imposition of such a late charge is reasonable, and shall not be deemed to constitute a penalty.
- (c) On each anniversary of the License Fee Commencement Date, the annual License Fee will increase by Three Percent (3%) over the License Fee paid during the previous year of the Term.

- (d) All charges payable under this Agreement such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred and Licensee shall pay such charges within thirty (30) days after Licensee's receipt of the invoice and a copy of the documentation from the charging authority evidencing the charges; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee, unless the delay in billing is due to an Event of Force Majeure. The foregoing shall not apply to the License Fee which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.
- (e) Notwithstanding Licensee's covenant to pay the Licensee Fee provided in Section 5(a) of this Agreement, and superseding any other provision of this Agreement to the contrary, in the event that the Oakland Raiders no longer use the Property as its principal home field location for playing regular season professional football games, and the Oakland A's no longer the use the Property as its principal home field location for playing regular season professional baseball games, then on the first day of the month following the date that the later of said two (2) professional sports franchises cease to use the Property for playing regular season professional games, the License Fee shall be abated in full, and Licensee shall be under no further obligation to pay a License Fee or any other form of compensation to Licensor for the use of the Premises or any other rights conferred to Licensee under this Agreement.
- (f) By specific agreement between the parties, there shall be no additional License Fee or other compensation due to Licensor for any changes to the DAS or any portion thereof, unless, Licensee requests Licensor to approve an increase in the size of the Equipment Space licensed to Licensee under this Agreement. Except as otherwise provided in Section 3(b) hereof, changes to the Antenna Space or Connections, or both for which the approval or consent of Licensor may be required under this Agreement, shall not result directly or indirectly on any increase in the License Fee or other compensation due to Licensor hereunder.

6. <u>APPROV</u>ALS.

(a) Licensor acknowledges and agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for Licensee's Permitted Use and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Licensee for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Licensor grants consent to Licensee to prepare, execute and file all required applications to obtain Government Approvals for Licensee's Permitted Use under this Agreement and agrees to reasonably assist Licensee, with such applications and with obtaining and maintaining the Government Approvals. Licensee shall be solely responsible for the cost of obtaining and maintaining such Governmental Approvals including Licensor's reasonable costs or expenses arising from Licensor's participation with consents or assistance pertaining to Governmental Approvals. In addition, with Licensor's approval, not to be unreasonably withheld, conditioned or delayed, Licensee shall have the right to initiate the ordering and/or scheduling of necessary utilities, provided that such ordering and/or scheduling shall be planned and executed to avoid

material and adverse interference with or disturbance to Events and Licensor's enterprise operations conducted at or on the Property.

- (b) At its sole cost and expense, Licensee has the right to obtain a title report or commitment for a title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.
- (c) Licensee may perform and obtain, at Licensee's sole cost and expense, any non-invasive engineering procedures, environmental investigations (including testing for the presence of lead-based paint or asbestos containing materials), or other tests or reports (collectively "Non-Invasive Testing") on, over, and under the Property, reasonably necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals. Any proposed invasive engineering procedures or environmental investigations (such as soils testing or percolation tests) shall be subject to Licensor's prior approval, not to be unreasonably withheld, conditioned or delayed.
- 7. <u>TERMINATION</u>. This Agreement may be terminated, without penalty or further liability, as follows:
- (a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 16 of this Agreement after the applicable cure periods;
- (b) by Licensee upon thirty (30) days' prior written notice to Licensor, if Licensee is unable to obtain, or maintain, any required approval(s) for the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the DAS as now or hereafter intended by Licensee; or if Licensee determines, in its reasonable judgment, that the cost of obtaining or retaining the same is commercially prohibitive; or
- (c) by Licensee upon sixty (60) days' prior written notice to Licensor for any reason or no reason after the License Fee Commencement Date, so long as Licensee pays Licensor a termination fee equal to six (6) months' License Fee, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Licensor under any one or more of the permitted termination provisions contained in Sections 6 Approvals, 7(a) Termination, 7(b) Termination, 7(c) Termination, 9 Interference, 12(d) Environmental, 19 Condemnation, 20 Casualty, or 25(l) Severability of this Agreement.
- (d) by Licensor, effective at any time after January 1, 2014, but only if each and all of the following conditions shall have been satisfied:
- (i) the National Football League franchise, Oakland Raiders, no longer utilizes the Property as its principal home field location for playing regular season professional football games;
- (ii) the Major League Baseball franchise, Oakland A's, no longer utilizes the Property as its principal home field location for playing regular season professional baseball games;

- (iii) Licensor furnishes in good faith to Licensee a bona fide written notice of intention to either demolish or undertake a substantial rehabilitation of the Property, which demolition or substantial rehabilitation requires the removal (as opposed to the temporary relocation) of all or a portion of Licensee's DAS;
- (iv) a written notice of termination under this Section 7(e) is delivered to Licensee no sooner than July 1, 2013, which written notice shall provide an effective date of termination which is no sooner than nine (9) months following the date of the written notice; and
- (v) prior to the delivery of the written notice of termination to Licensee pursuant to Section 7(d)(iv), Licensor and Licensee shall endeavor in good faith to execute a commercially reasonable amendment, which results in no additional License Fee for a suitable relocation ahernative for the relocation of Licensee's Equipment Space onto the parcel commonly known as the Arena Parcel (also commonly known as Parcel 2) which is owned or controlled by Licensor, and which alternative is at least equal in size, configuration and performance to the Equipment Space for the operation of Licensee's equipment. All Licensee's costs and expenses incurred to relocate Licensee's Equipment Space to such suitable relocation alternative shall be borne by Licensee.

In the event that each and all of the conditions in Sections 7(d)(i) through 7(d)(v) have not been satisfied, Licensor's attempted termination of the Agreement under this Section 7(d) shall be deemed invalid, and the rights of Licensee under this Agreement shall remain in full force and effect.

Additionally, in the event that a termination of the Agreement has occurted properly pursuant to Licensor's termination right contained in this Section 7(d), and notwithstanding any other provision of this Agreement to the contrary, Licensee shall have the right, but not the obligation, to remove all or any portion of the DAS, provided that Licensee shall restore or repair any damage to the Premises caused by Licensee's removal of the DAS or any portion thereof unless waived in writing by Licensor, which waiver, shall not be unreasonably withheld, conditioned or delayed. If Licensee fails to remove or relocate all or any portion of the DAS within sixty (60) days of the Effective Date of Termination specified in Section 7(d), the DAS or portion thereof shall be deemed abandoned and Licensor shall have the right to dispose of it.

8. <u>INSURANCE</u>. During the Term, Licensee will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and Five Million (\$5,000,000) in the annual aggregate, providing coverage for bodily injury and property damage. Licensee's CGL insurance shall include Licensor, the County, the City, AEG, the Oakland Raiders, the Oakland A's, the Golden State Warriors, and each of their officers, directors or other governing board members, partners, members, managers, agents and employees as an additional insured, and requiring a minimum of thirty (30) days notice to Licensor in the event of non-renewal or cancellation of coverage. If any of the insurance policies referred to in this Section expire prior to the termination or expiration of the Term hereof,

Licensee shall deliver to Licensor a certificate of insurance evidencing the renewal of such policy or policies upon expiration. Notwithstanding the foregoing insurance requirements, Licensee shall have the right, with prior notice to Licensor, to self-insure against the risks for which Licensee is required to insure against in the Section. In the event Licensee elects to selfinsure its obligation to include Licensor as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Licensor shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Licensee; (3) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit or the like; (4) Licensee will defend Licensor with counsel reasonably acceptable to Licensee; (5) Licensee's self-insurance obligation to indemnify Licensor shall not extend to claims against Licensor for punitive damages, exemplary damages, or negligence, but Licensee shall retain the duty to defend, whether or not under a reservation of rights; and (6) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Licensor, its employees, agents, or independent contractors.

9. <u>INTERFERENCE</u>.

Where there are existing radio frequency user(s) on the Property, Licensor will provide Licensee, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Licensee to evaluate the potential for Interference. Licensee warrants that its use of the Premises will not cause Interference (as defined herein) with existing radio and television frequency user(s) on the Property as of the Effective Date, provided that such users are operating in compliance with laws. Licensee also covenants and agrees to (i) promptly submit upon completion, Licensee's DAS communications' configuration, deployment and broadband frequency transmission plans and specifications to the Game Day Frequency Coordinator ("GDC") of the National Football League ("NFL") for evaluation and comment (but without conferting an approval right) in connection with non-interference with pre-existing permitted frequency users, prior to going "on air" with the DAS. Additionally, on each NFL or MLB game day at the Structure, Licensee shall work cooperatively with the Game Day Frequency Coordinator ("GDC") of the National Football League ("NFL") and any equivalent frequency coordinator for Major League Baseball ("MLB") either through on-site support or through remote monitoring of the DAS through Licensee's Network Operations Center ("NOC") as Licensee shall have the right to determine to attempt to minimize the possibility of interference with television or other wireless signal transmissions managed by the NFL or MLB in the Structure. In the event that the communications signals transmitted or received through the DAS cause Interference with radio or television transmitting or receiving equipment used by or for a professional sports team at the Property, Licensee agrees to immediately eliminate such Interference. Additionally, during the first five (5) NFL games in the Structure when Licensee's DAS is ready to be "on-air" with regular transmissions (as opposed to intermittent testing), Licensee shall provide at the Strucmre at least one (1) technical engineer on the day before the scheduled date of the NFL football game to facilitate coordination and pre-game testing with the GDC, and also on the scheduled date of the NFL football game for coordination in attempting to resolve claims of Interference pertaining to Licensee's DAS. On dates when Events are

occurring in the Structure or on the Property, and if Licensor has reasonably and objectively determined that Licensee's DAS is the source of Interference, and if Licensee is unable to eliminate such Interference within twelve (12) hours of Licensor's telephone notification to the NOC at the following telephone number (800) 264-6620, then thereafter, Licensor shall have the right to require Licensee to power down the DAS, except for intermittent testing of the DAS, which testing Licensor shall have the right to supervise in Licensor's sole discretion. Either a direct telephone call to a representative of Licensee at the NOC or Licensor leaving a voice message reporting Interference pertaining to Licensee's DAS at the telephone number of the NOC shall be deemed sufficient notification by Licensor for purposes of notification of Interference to Licensee pursuant to this Section 9(a).

In addition to any other remedies that Licensor may have for a breach of this subsection, Licensor shall be entitled to the indemnification provisions of Section 10(a) hereof

- (b) Licensor will not grant, during the Term of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or cause Interference with the DAS, the lawful operations of Licensee or the rights of Licensee under this Agreement. During the Term of this Agreement, Licensor will notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Property that has the potential of causing Interference with the DAS, the lawful operations of Licensee or the rights of Licensee under this Agreement.
- (c) During the Term, Licensor will not use, nor will Licensor permit its employees, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which causes Interference with the DAS, the lawful operations of Licensee or the rights of Licensee under this Agreement. Licensor will cause such Interference to cease within two (2) business days after receipt of notice from Licensee. In the event any such Interference does not cease within the aforementioned cure period, then the parties acknowledge that Licensee will suffer irreparable injury, and therefore, Licensee will have the right, in addition to any other rights that it may have at law or in equity for Licensor's breach of this Agreement, to elect to enjoin such Interference or to terminate this Agreement upon notice to Licensor.
- (d) For the purposes of this provision, "Interference" may include, but is not limited to, any use on the Property (other than as expressly allowed under this Agreement) that causes material and adverse electronic, physical or obstruction interference with, or degradation of, the communications signals to or from the DAS or to or from the communications equipment of radio or television frequency users on the Property.

10. <u>INDEMNIFICATION</u>.

(a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the DAS, Licensee's exercise of its heense hereunder or Licensee's breach of any provision of this Agreement, except to the extent attributable to the active negligence or intentional act or omission of Licensor, its employees, agents or independent contractors.

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from active negligence of Licensor, its employees or agents, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

11. WARRANTIES.

- (a) Licensee and Licensor each acknowledge and represent that it is duly organized, validly existing and in good standing under the laws of the respective state of its organization and has the right, power and authority to enter into this Agreement and bind itself hereto through the authorized person set forth as signatory for the party below.
- (b) Licensor represents, wartants and agrees that: (i) the County and the City together solely own the Property and the Structure as a legal lot or lots, parcel or tract in fee simple, and Licensor manages and operates the Property pursuant to the Management Agreement; (ii) to its best present knowledge, the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Licensee is not in default beyond any applicable cure period under this Agreement, then Licensor grants to Licensee quiet and peaceful use and enjoyment of the Premises and the other rights granted by Licensor to Licensee hereunder; and (iv) to its best knowledge without undertaking independent investigation or inquiry, Licensor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor or encumbering the Property.
- With respect to the Management Agreement, Licensor further represents, warrants (c) and agrees that: (i) as of the Effective Date, the Management Agreement is in full force and effect; (il) as of the Effective Date, Licensor has not assigned or hypothecated any of its rights, title or interest under the Management Agreement to any third parties; (iii) as of the Effective Date, to the best of Licensor's knowledge, neither City or County, under the Management Agreement nor Licensor is, or with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Management Agreement; (iv) as of the Effective Date that the Management Agreement, previously furnished by Licensor to Licensee prior to the Effective Date (redacted only for economics) and incorporated by reference in attached Exhibit 2, constitutes the entire Management Agreement, and there are no written or oral amendments thereto; (v) during the Term, Licensor shall not materially modify or amend the Management Agreement in any way which would materially and adversely affect the rights of Licensee or actually or potentially increase any cost or liability to Licensee under this Agreement; (vi) during the Term, Licensor shall not terminate the Management Agreement without concurrently providing a new agreement to Licensee which recognizes the rights granted to Licensee under this Agreement upon the same terms and conditions, provided that Licensor reserves the right to renegotiate the Management Agreement in any manner which does not materially and adversely affect the rights of Licensee, or actually or potentially increase any cost or liability to Licensee under this Agreement; (vii) during the Terin, Licensee shall not be

responsible directly or indirectly for any cost, expense or liability under the Management Agreement unless expressly set forth in this Agreement, including the specific section reference of the Management Agreement; (viii) during the Term, Licensor shall not do or permit anything that would result in a default beyond any applicable cure period under or cause the Management Agreement to be terminated.

- Licensee represents, warrants and agrees that this License is and shall be subject and subordinate to all mortgages, deeds of trust, or other encumbrances now placed upon the Property by Licensor. Additionally, Licensee covenants and agrees to execute and deliver to Licensor a commercially reasonable subordination, non-disturbance and attornment agreement ("SNDA") as may be requested by Licensor in connection with any mortgage, deed of trust, bond financing or any other financing arrangement related to the Property within thirty (30) business days following Licensee's receipt of written request from Licensor to do so. Notwithstanding the provisions of Section 16(a) below, by specific negotiation, only a twenty (20) business day cure period shall be afforded to Licensee to execute and deliver to Licensor a SNDA which has been validly delivered to Licensee pursuant to the provisions of this Section 11(d). For a written request to sign and deliver an SNDA to be considered valid, the written request (i) must include a complete copy of the SNDA, (ii) must be provided concurrently to each Licensee notice party in Section 18 of this Agreement; and (iii) must expressly provide in at least 12 point bold type, "THAT PURSUANT TO SECTION 11(D) OF THE AGREEMENT. LICENSEE IS GRANTED ONLY THIRTY (30) BUSINESS DAYS TO EXECUTE AND RETURN THIS SUBORDINATION, NON-DISTRUBANCE AND ATTORNMENT AGREEMENT TO LICENSOR, OR LICENSOR SHALL RESERVE THE RIGHT TO IMMEDIATELY THEREAFTER DECLARE LICENSEE TO BE IN DEFAULT OF THIS AGREEMENT". Licensee shall have the right to request in good faith only commercially reasonable changes to any SNDA presented to Licensee, provided, however, that if the SNDA is substantively similar in all respects to the SNDA attached as Exhibit 3, then Licensee hereby covenants and agrees to sign and deliver such an SNDA without requesting substantive changes. If Licensee has timely presented commercially reasonable changes to an SNDA which is not substantively similar in all respects to the SNDA attached as Exhibit 3, then the time period for Licensee to sign and deliver the SNDA shall be reasonably extended, for a period not to exceed ten (10) business days, provided that Licensee continues in good faith to work with Licensor and its lender to consider and resolve the commercially reasonable changes which Licensee has presented to Licensor.
- (e) LICENSEE MAKES NO EXPRESS WARRANTY REGARDING THE DAS, OR ANY PORTION THEREOF, AND LICENSEE DISCLAIMS AND IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OF FITNESS THEREFOR.
- (f) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, LICENSOR MAKES NO WARANTY, EXPRESS OR IMPLIED, CONCERNING THE FITNESS OR SUITABILITY OF THE PROPERTY FOR LICENSEE'S INTENDED USE UNDER THIS AGREEMENT, AND LICENSOR EXPRESSLY DISCLAIMS ANY SUCH WARRANTY. LICENSEE TAKES THE PREMISES AND THE RIGHTS CONFERRED TO LICENSOR, AS IT FINDS IT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, LICENSOR, COUNTY AND CITY SHALL HAVE NO

RESPONSIBILITY FOR ITS CONDITION OR ANY DAMAGE SUFFERED BY LICENSEE OR ANY OTHER PERSON BECAUSE OF SUCH CONDITION.

12. ENVIRONMENTAL.

- (a) Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property
- (b) Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from Licensee's breach of its obligations under Section 12(a). Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Licensee, and for any hazardous condition caused by or arising from Licensee's acts or omissions related to its operations on the Property. Licensor hereby confirms and agrees that Licensee shall have no responsibility or liability for any Claims arising from or pertaining to any subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or thereafter throughout the Term for Licensor's acts and omissions related to hazardous substances.
- (c) The indemnifications of this Section 12 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 12 will survive the expiration or termination of this Agreement.
- (d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole reasonable determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee reasonably believes that the leasing or continued leasing of the Premises would expose Licensee to undue risks of liability to a government agency or third party, Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor.

13. [INTENTIONALLY OMITTED]

14. <u>REMOVAL/RESTORATION</u>. All portions of the DAS brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the Term. Licensor covenants and agrees that no part of the DAS constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of

Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Licensee will remove all of Licensee's above-ground improvements and Licensee will restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by uninsurable casualty or other causes beyond Licensee's control excepted. With Licensor's prior consent, not to be unreasonably withheld, conditioned or delayed, Licensee will not be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities. Licensee shall be liable to Licensor for any damage to the Property to the extent caused by Licensee's removal, or failure of removal of the DAS from the Premises and the Property.

15. MAINTENANCE/UTILITIES.

- (a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear excepted. Licensor will maintain and repair the Property and access thereto and all areas of the Premises where Licensee does not have exclusive control, in good and leasable condition, subject to reasonable wear and tear and casualty damage excepted.
- Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. Licensee shall use commercially reasonable efforts to secure separate utility service for Licensee's electricity requirements in connection with its operation of the DAS. In the event Licensee determines that it would be more feasible to temporarily or permanently submeter from existing utility service at the Property, then Licensor shall allow Licensee to submeter from existing utility services at the Property. When submetering by Licensee occurs under this Agreement. Licensor will read the meter and provide Licensee with an invoice and usage data on a monthly basis. Licensor agrees that it will not include a mark-up or other administrative fee on the utility charges. Licensor further agrees to provide the usage data and invoice on forms provided by Licensee and to send such forms to P.O. Box 182727, Columbus, Ohio, 43218 (Site: Oakland Coliseum DAS). Licensee will remit payment within thirty (30) days of receipt of the usage data and required forms. Failure by Licensor to perform this function will limit utility fee recovery by Licensee to a 12-month period. If Licensee submeters electricity, Licensor agrees to give Licensee at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Licensee's reasonable determination, Licensor agrees to allow Licensee the right to bring in a temporary source of power for the duration of the intertuption. Should the need arise for the use of emergency power generator(s), and if Licensee elects to use a generator(s) provided by Licensor, if any, Licensee agrees to pay its pro rata portion of the actual utility use (without mark-up or other administrative fee) of the backup generator(s) to Licensor. Licensor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Licensor, of such services to be furnished or supplied by Licensor. Licensee shall be responsible for ordering separate T-I service or such other telephone service connectivity which Licensee may require from time to time for the use and operation of the DAS, and maintaining such separate telephone service connectivity during the Term at Licensee's sole expense.

Notwithstanding the foregoing, by specific mutual agreement between Licensor and Licensee, Licensor shall be responsible for all or a portion of the cost of bringing the T-1 and/or such other telephone service from the main (or minimum) point of entry ("MPOE") on the Property to the Equipment Space or such other location comprising a portion of the Premises as Licensee shall have the right to designate for the installation and operation of the DAS.

(c) As reasonably necessary for the installation and operation of the DAS pursuant to the Permitted Use, Licensor agrees to grant to any utility company providing utility services to Licensee a limited easement over, under and across the Property in order for the utility company to provide service to Licensee.

16. **DEFAULT AND RIGHT TO CURE**.

- (a) The following will be deemed a default by Licensee of this Agreement: (i) non-payment of License Fee if such License Fee remains unpaid for more than thirty (30) days after receipt of written notice from Licensor of such failure to pay; or (ii) except as otherwise expressly provided in this Agreement (including without limitation, the specific provisions contained in Section 11(d) which shall be controlling with respect to Licensee's obligation to execute and deliver to Licensor a SNDA as more specifically set forth therein), Licensee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, Licensor will have the right to terminate this Agreement and to exercise any and all rights and remedies available to it under law and in equity.
- (b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) failure to provide access to the Premises within two (2) business days, or to cure an interference problem within two (2) business days, after receipt of written notice of such default; or (ii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's defauh and to deduct the costs of such cure from any monies due to Licensor from Licensee, and (ii) any and all other rights available to it under law and equity.
- ASSIGNMENT/SUBLICENSE. Licensee will have the right to assign this Agreement or sublicense the Premises and any of its rights herein, in whole or in part, with the consent of Licensor, which consent shall not be unreasonably delayed or withheld and the consent of the City and County, not to be unreasonably withheld, conditioned or delayed. Upon such acceptance, and subject to reasonable conditions of acceptance which may be imposed by Licensor, the City, or the County, or any of them, Licensee will be relieved of all future

performance, liabilities and obligations under this Agreement to the extent of such assignment. Notwithstanding the above, Licensee may assign this Agreement or sublicense the Premises and any of its rights herein, in whole or in part, without the consent of Licensor, the City or the County, to any principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, upon not less than five (5) days written notice to Licensor. The parties acknowledge that conferring or sublicensing DAS user rights by Licensee to other wireless communications companies is contemplated, and Licensor shall cooperate to reasonably review and approve requests presented by Licensee to Licensor for other wireless communications companies to use the DAS as may be presented by Licensee from time to time during the Term.

18. NOTICES.

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

If to Licensee:

GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate (Site: Oakland Coliseum DAS)

If to Licensor: Oakland-Alameda County Coliseum Authority

Attn: Executive Director 7000 Coliseum Way Oakland, CA 94621-1918

With a copy to: AEG Management Oakland, LLC

Atm: General Manager 7000 Coliseum Way Oakland, CA 94621-1918

Notices shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Any notice party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within twenty (20) days of such transfer, Licensor or its successor will send conformed copies of the documents listed below in this subsection (b) to Licensee. Until Licensee receives all such documents, or other commercially standard assurances reasonably acceptable to Licensee, Licensee shall not be responsible for any failure to make payments under this Agreement to

Licensor's successor and reserves the right to hold payments due under this Agreement in trust for the benefit of the rightful Licensor.

- i. Bill of Sale or Transfer or Recorded Evidence of Change of Ownership
- ii. New IRS Form W-9
- iii. Completed and Signed Payment Direction Form
- iv. Full contact information for new Licensor including all phone number(s)
- 19. <u>CONDEMNATION</u>. In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within seventy-two (72) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date of Licensee's notice of termination of the Agreement but in no event later than the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its DAS, moving expenses, prepaid License Fee, and business dislocation expenses. Licensee will be entitled to reimbursement for any prepaid License Fee on a prorata basis.
- 20. <u>CASUALTY</u>. If the DAS, the Property or the Premises are substantially damaged or destroyed by casualty or other harm as to render the Premises or the DAS commercially unusable for the purposes of this Agreement, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such notice. Upon such tennination, Licensee will be entitled to collect that portion of insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid License Fee on a prorata basis. If the damage or destruction is of a partial or insubstantial nature such that Licensee in its reasonable discretion is capable of continuing its operations on the Premises and Licensor or Licensee undertakes to rebuild or restore the Premises and/or the DAS, as applicable, Licensor agrees to proportionately abate the License Fee payable during the period of reconstruction and, subject to Licensor's prior approval and conditions, to permit Licensee to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the DAS is completed; provided, however, if Licensee is unable to continue its operations on the Premises after partial damage or destruction, Licensee may terminate this-Agreement by providing written notice to Licensor, which termination will be effective as of the date of such notice.
- 21. WAIVER OF LICENSOR'S LIENS. Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the DAS or any portion thereof. The DAS shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law. Licensor consents to Licensee's right to remove all or any portion of the DAS from time to time in Licensee's sole discretion and without Licensor's consent so long as Licensee restores the Property to its original condition existing as of the Effective Date, reasonable wear and tear excepted, in connection with such removal.
- 22. <u>TAXES</u>. Licensor shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Licensor. Licensee shall be responsible for all taxes levied upon Licensee's improvements (including Licensee's DAS) on the Premises,

whether legally classified as personal property, fixtures or realty. Licensor shall provide Licensee with copies of all assessment notices on or including the Premises promptly upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the improvements, but in no event later than thirty (30) days after receipt by Licensor. If Licensor fails to provide such notice within ninety (90) days of receipt, Licensor shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Licensor continues to fail in providing notice, or (b) Licensee is precluded from challenging such assessment with the appropriate government authorities. Licensee shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps in a commercially reasonable manner as Licensee may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Licensor, Licensee, or both, with respect to the valuation of the Premises. Licensor shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee.

23. SALE OF PROPERTY.

- (a) Licensor shall not be prohibited from the selling, leasing or use of any of the Property except as provided below.
- (b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing. Any such sale, rezoning, subdivision or transfer shall be subject to this Agreement and any such purchaser or transferee shall recognize Licensee's rights under the terms of this Agreement. In the event the Property is transferred, the new Licensor shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in License Fee to the new Licensor.
- (c) Licensor agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other competitive or conflicting wireless communications facilities if such installation, operation or maintenance would materially and adversely interfere with Licensee's Permitted Use or the DAS as determined by radio propagation tests performed by Licensee or a reputable and trusted independent testing service, any such independent testing, if performed, to be at the expense of Licensor's prospective purchaser, and not Licensee.
- (d) The provisions of this Section shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.
- 24. <u>SIGNAGE</u>. Licensee acknowledges and agrees that this Agreement is not an agreement for signage, advertising, name use, naming rights, branding or other identification or trade name purpose. Except to comply with signage requirements required to be provided under laws or as

recommended by Licensee's compliance group as part of Licensee's national compliance program standards, Licensee shall not place signs or other information on the DAS that would identify any of it or the communications service provided by Licensee to the general public or to other customers of the Licensor as belonging to Licensee or any other person.

25. MISCELLANEOUS.

- (a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- (b) Memorandum/Short Form License. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of License substantially in the form attached as Exhibit 4. Either party may record this Memorandum or Short Form of License at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of License. Within thirty (30) days following termination or expiration of this Agreement, and Licensee's receipt of Licensor's written request, which request shall only be delivered after the expiration or termination date, Licensee shall execute and deliver to Licensor a recordable instrument, in form reasonably satisfactory to Licensor, remising, releasing and quitclaiming all of Licensee's rights and interests in this Agreement to Licensor.
- (c) Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and Licensor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
- (d) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (e) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.
- (f) Governing Law. This Agreement will be governed by the laws of the State of California, without regard to conflicts of law.
- (g) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as

same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

- (h) Affiliates. All references to "Licensee" shall be deemed to include any Affiliate of Licensee using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.
- (i) Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- (j) W-9. Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee.
- (k) No Electronic Signatures/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee.
- (l) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement in good faith upon sixty (60) days' prior written notice to the other party.
- (m) Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one

or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

- Consent. For any matter for which Licensor's consent is required hereunder (n) pertaining to the use and operation of the DAS in the Premises (but expressly excluding any use or component located within the Equipment Space), prior to the initial installation of new components of the DAS, Licensee will supply Licensor with plans and specifications ("Plans") to be reviewed and approved by Licensor. Licensor's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond ten (10) business days). After Licensor's (i) failure to respond in writing to Licensee's proposed Plans within ten (10) business days of their receipt; or (ii) failure to provide a written response within five (5) business days of receipt of Plans revised by Licensee after comment from Licensor in accordance with this section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as Exhibit IB. If the Licensor reasonably disapproves the Plans then Licensee will provide Licensor with revised Plans, such revisions to be within Licensor's reasonable discretion, and the Licensor review and approval process above will apply. Licensor will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Licensee promptly upon request. Licensee maintains the right to perform routine maintenance, repairs, replacements and upgrades in the Antenna Space and the Connections without Licensor approval when no changes to the exterior appearance will result after completion of the work.
- (o) Event of Force Majeure. An event of force majeure shall be deemed to mean any event beyond the reasonable control of either party, including but not limited to, the inability to obtain or maintain Governmental Approvals, the delivery to the Premises of sufficient operational telephone (T-1) or utility service connectivity sufficient for Licensee's full operation of the DAS in the ordinary course of Licensee's business.
- (p) Estoppel Certificate. Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the License Fee and other charges are paid in advance, if any, (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed, and (iii) such other commercially reasonable matters pertaining to the status of this Agreement. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one year's License Fee has been paid in advance.
- (q) No Interest in Real Estate. LICENSOR AND LICENSEE HEREBY CONFIRM AND AGREE THAT NOTHING IN THIS AGREEMENT IS INTENDED TO CREATE A LEASEHOLD INTEREST, EASEMENT OR OTHER INTEREST IN REAL ESTATE.

26. <u>LICENSOR'S LIABILITY FOR MARKING AND LIGHTING TOWER.</u>

- (a) Licensee is advised that the Structure is located proximate to commercial airspace. Licensor represents and agrees that insofar as applicable to Licensee's use and enjoyment of the License granted hereunder, the Structure and the Property are and will remain during the term of this Agreement in compliance with all federal, state and local laws and regulations applicable to the Structure and the Property ("Legal Requirements"), including federal (including without limitation, Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC")), state and local marking, lighting, monitoring and any other regulatory obligations. Licensor's continuing failure to comply with the foregoing obligations of this Section, following notice from Licensee and the opportunity to cure, shall be a material default for which Licensee may terminate this Agreement immediately upon written notice to Licensor. Licensor further acknowledges that, to the extent such Legal Requirements are applicable, it is subject to forfeitures assessed by the FCC, the FAA and/or any state or local regulatory agencies for violations of such rules and requirements. Licensor shall forward to Licensee a written copy of any notices of violation/apparent liability or forfeitures in connection with its regulatory obligations referenced in this Section within five (5) business days of receipt.
- (b) If the Structure is subject to the FAA/FCC antenna structure marking and lighting requirements, Licensor agrees (i) to allow Licensee to bridge into Licensor's automatic alarm system ("Alarm") which monitors the lighting of the Structure so as to pennit a parallel alarm system and Licensee shall be permitted continuous access to make repairs and inspections to its bridge, or (ii) if Licensor currently does not have an Alarm, to cause to be installed such an Alarm which can accommodate a bridge-in by Licensee, at Licensor's cost and expense, and to allow Licensee, at Licensee's own cost and expense, to bridge into the Alarm and for Licensee to have continuous access to make repairs and inspections to its bridge. Licensor, at its own expense, shall be responsible for the monitoring and for maintaining the Alarm in good operating condition as required by any and all Legal Requirements. Licensee shall, at its own expense, be responsible for the maintenance and repair of its bridge.
- (c) Nothing contained herein shall obligate Licensee to maintain Licensor's Alarm and Licensor acknowledges that it, and not Licensee, shall be solely liable and responsible for compliance with all such antenna structure marking and lighting requirements. Furthermore, should Licensee be cited by any agency with regulatory authority over the Structure because the Structure is not in compliance, Licensee may terminate this Agreement immediately upon written notice to Licensor following the applicable cure period.
- (d) If for any reason, Licensor fails to maintain any required marking and/or lighting on the Structure, and Licensee has reason to believe that the Structure is not in compliance with the applicable regulations, Licensor acknowledges and agrees that Licensee may (i) notify Licensor, any Licensor site management company and the FCC thereof; and (ii) notwithstanding any other provision of this Agreement, take immediate corrective action to ensure that the Structure is brought into compliance and deduct the cost of such corrective action from any monies due to Licensor from Licensee.

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

"LICENSOR"

Oakland-Alameda County Coliseum Authority

"LICENSEE"

GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless

By:

Celico Partnership

Its:

General Partne

Print Name: Walter L. Jones, Jr.

Its: Area Vice President Network

Date:

[ACKNOWLEDGMENT AND APPROVAL OF CITY, COUNTY AND AEG APPEAR ON FOLLOWING PAGE]

ACKNOWLEDGED AND APPROVED:

CITY OF OAKLAND

	By:				
	Print Name:				
	Its:				
	Date:, 2012				
APPROVED AS TO FORM:					
OFFICE OF THE CITY ATTORNEY					
By:	_				
Print Name:	_				
Its:	_				
Date:, 2012					
	ACKNOWLEDGED AND APPROVED:				
	COUNTY OF ALAMEDA				
	D				
	By:				
	Print Name:				
	Its:				
	Date				
APPROVED AS TO FORM:					
OFFICE OF THE COUNTY COUNSEL					
Ву:					
Print Name:					
Its:	- -				
Date:, 2012	_				
	ACKNOWLEDGED AND APPROVED:				
	AEG Management Oakland, LLC a Delaware limited liability company				
	a 2 damae minea habitity company				
	By:				
	Print Name:				
	Print Name: Its: Authorized Representative				
	Date:, 2012				

EXHIBIT 1A

DESCRIPTION OF PROPERTY

to the Agreement dated			, 2012, I	by and betwee	en, Oakla	nd-Alameda
County Coliseum Authority, as Licensor,	and	GTE	Mobilnet	of California	Limited	Partnership,
d/b/a Verizon Wireless, as Licensee.	٠					•

The Property is described and/or depicted as follows:

Real property altuated in the City of Oakland, County of Alamede, Stato of California, described as follows:

Commencing at a point on the northwestern line of Lot 32 as said lot is delineated and so designated on a certain map entitled "Map of the Lands in Partition In the Suit of Wm. P. Toler, et al., vs. Jose C. Peralta, sdministrator, et al.", etc., in the District Court of the Third Judicial District for the Stala of California in and for the County of Alameda, December 31, 1579, Case No. 5400 said point of beginning being south 50° 33' west 40 feet from the most northern comer of said lot, and running thence along the eald lot line and its extension-north 50° 33' east 222 feet to the southwestern line of the right of way of the Central Pacific Railroad, thence along the said right of way lina north 42° 50' west 25.04 feat; thence south 50° 33' west 220.52 feet; and thence south 39° 27' east 25.00 feet to the point of beginning.

EXHIBIT IB

DESCRIPTION OF PREMISES

to the Agreement dated	, 2012, by and between, Oakland-Alameda
County Coliseum Authority, as Licensor, and	d GTE Mobilnet of California Limited Partnership,
d/b/a Verizon Wireless, as Licensee.	

The Premises are described and/or depicted as follows:

[Plans Depicting the Premises Appear On Following Pages]

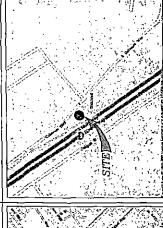
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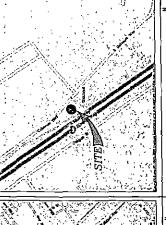
- 1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LICENSEE.
- 2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES' SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
- 3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.



7000 COLISEUM WAY OAKLAND, CA 94621 250504

AREA MAP - N.T.S.	aurs.
VICINITY MAP - N.T.S.	





DRIVING DIRECTIONS

FRDIN: VERZON WRELESS RECKINAL OFFICE WALNUT CREEK, CA 2785 MICHELL DRIVE WALNUT CREEK, CA 94598

TO: 7000 COLISEUM WAY OAKLAND, CA 94821

1. HEJD SYUTHWEST ON MITCHELL DRIVE TOWARD NORTH WEST LANE
2. TURN RIGHT ON YORNOON WALES ROAD
4. MERCE GOTO CA-42 WEST VAX THE RAMP TO DAKLAND
5. CENTRALE GOTO CA-420 SOUTH
7. NAKE BOTT 3.7 RRR BRIT AREZHONE WAY TOWARD MONEE
COUNTIES GOTO CA-450 SOUTH
7. NAKE BOTT 3.7 RRR BRIT AREZHONE WAY
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Verizon wireless

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CARCAND COUSEUM
250504
7000 COUSEUM WAY
OAKLAND, CA 94621
ALAMEDA COUNTY

09/06/12

ENT ISSUE DATE:

CD (100%)

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DELIA GROUPS ENGINEERING, PAC. 2362 McDAW ARNUE CONVINCT. OR 20194 CONVINCT: HAROLD TRAS PHONE: (925) 468—0115

DELTA CROUPS ENCINEBRING INC. 2352 MACAW ARNUE IRVNE, CA 92614 CONTACT: ALREST TENG PHONE: (949) 622—0133

VERZON WRELESS
WALN'T GREEK SECUTIVE PARK
2728 MICHAEL DRIVE BULDING B
WALN'T CREEK, CA PA'306
COPHIGET PRI, WESTWORELAND
PHONE: (923) 278—6048
1 LEASING, MANAGER:

STRUCTURAL ENGINEER:

APPLICANT:

6. ANS/EN-222-6. LPE SAFTY CODE (NTRA-10) 7. 2010 CALFORNA PLINGING CODE 8. 2010 CALFORNA ELECTRICAL CIDIC N. 1 LOCAL BIRLONG CODE NOT FOR LIGGAL INSPECTION A. CITY/COUNTY CROUMMARES

4. BUILDING OFFICIALS AND

5. ZOIG CALFORNIA

RECHANICAL CODE 1. CALFORNA ADMINISTRATIVE CODE (INC. TITE 24 & 23) 2. 2010 CALFORNA BUILDING CODE

BUILDING/ SITE DATA LEGEND

2133' AMSL (NGVD 29) CALTRANS RIGHT-OF-WAY 22.202056 W (NADB3) 37.751328" N (NADB3) C-36 ELEVATION: A.P.N.: LONGTIDE LATITUDE ZONINO

DELTA GROUPS ENGINEERING, INC. CONMUNICATIONS

NSA WIRELESS 2000 CRUW CANTON PLACE TET 400, SAN PAMONI, CA 94583 CONTACT: ROCER STAND PHONE: (925) 244—1890

NSA WIRELESS
2000 CROW CANTON PLACE.
STE 400, SAN FAMON, CA 94583
CONTACT: SNL. NEVNN
PHONE: (925) 244-1800

CONSTRUCTION, MANAGER:

MAZO WEST LAS PESSTAL, SUÍTE 403 PELENANSTOL EN RASBO TEL (\$28) 448-401/8

32'X14" = 448 SO. FL. DPE OF CONSTRUCTIONS AREA DF CONST.

U. UHALMINED

DECLIPARET:

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SHEET INDEX

NSA WIRELESS 2000 CROW CLAYTON PLACE, STE 400, SAN PAMON, CA 94583 CONTACT: CHARNEL JAMES PHONE. (925) 244-1890

ZONING MANAGER:

PROJECT DESCRIPTION

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DOCTON BALLY ENGINEES AND CONVENT OF THE ASSOCIATIO UTILITIES AND CONVENT CHEEK WES.

DISTANCE: 12,39 MILES

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ROOF PLAY & DETAILS

structural notes Frundaton plan, detals & hyac mounting

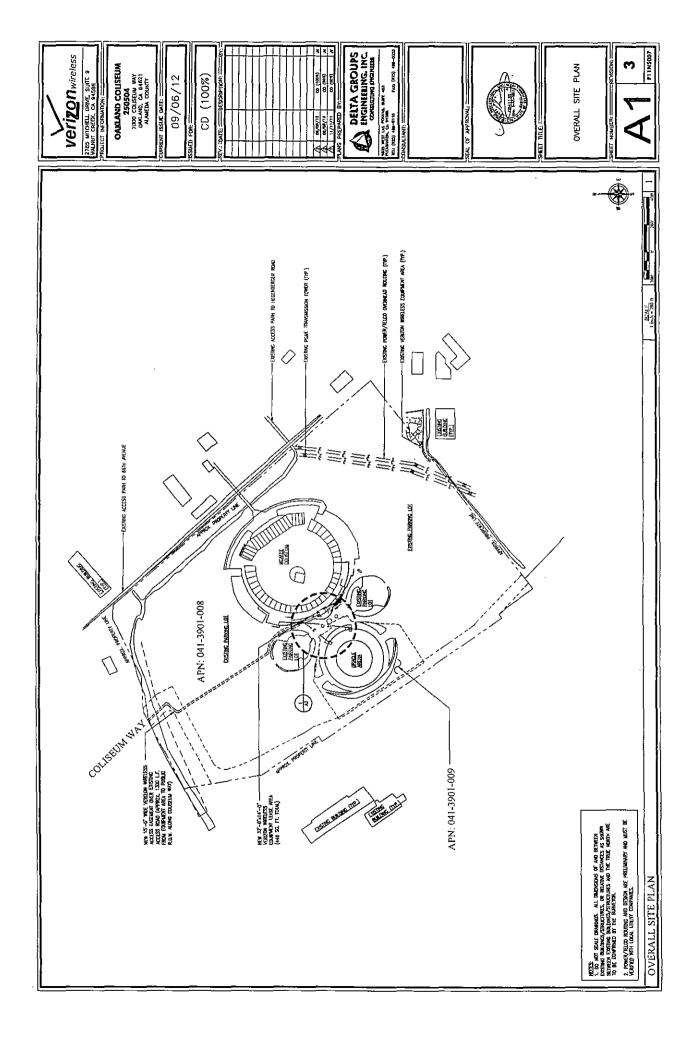
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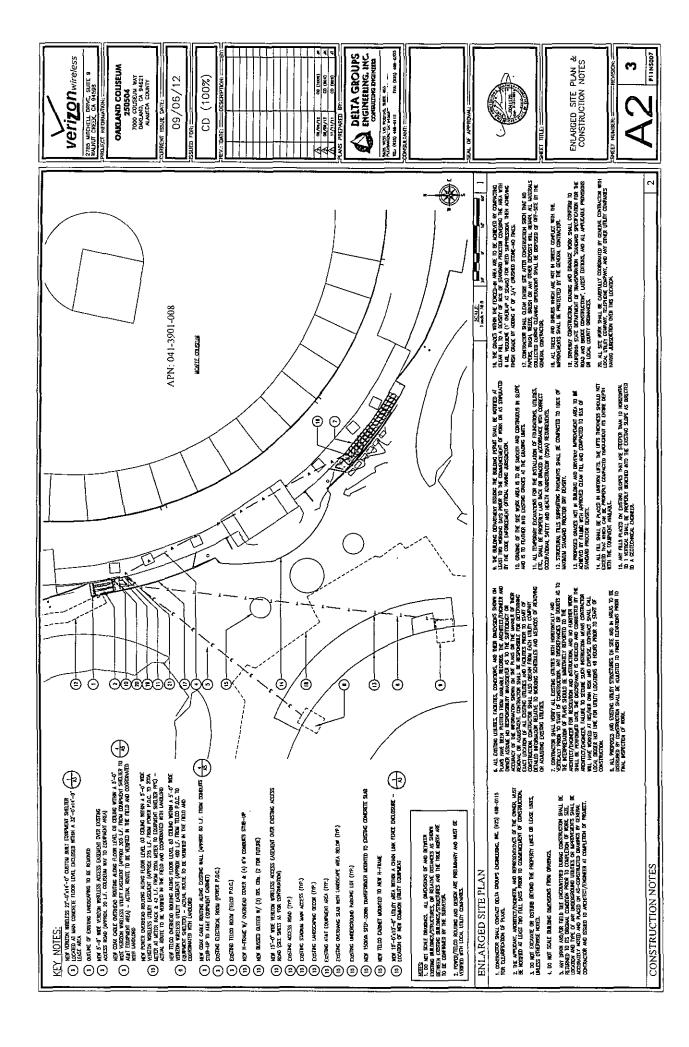
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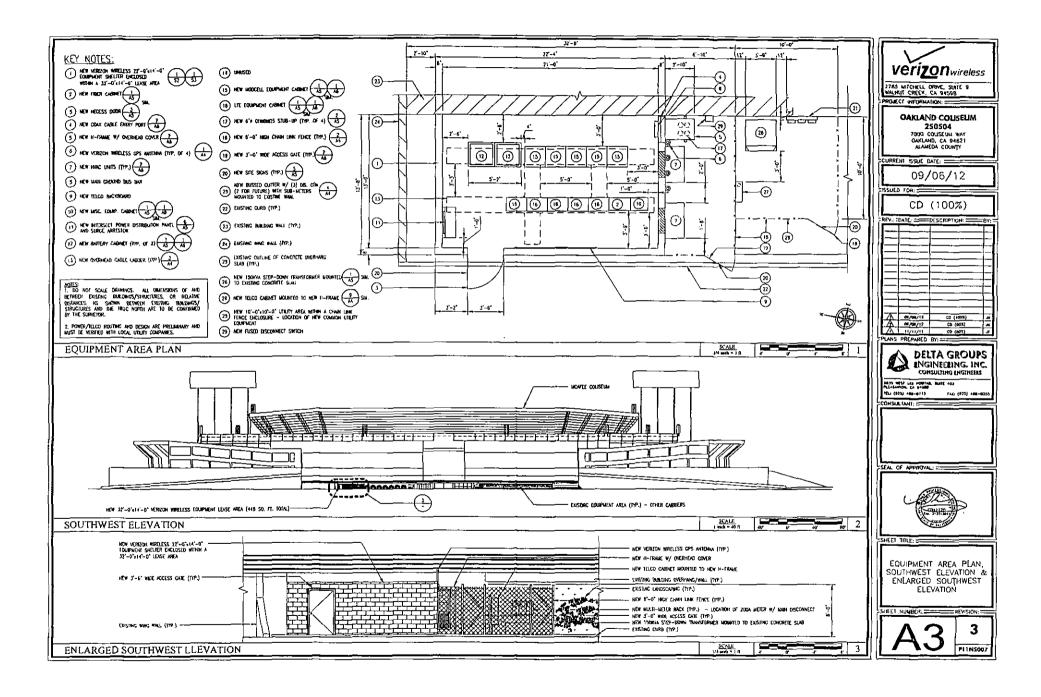
1-LINE DIAGRAMS & PANEL SCHEDULE

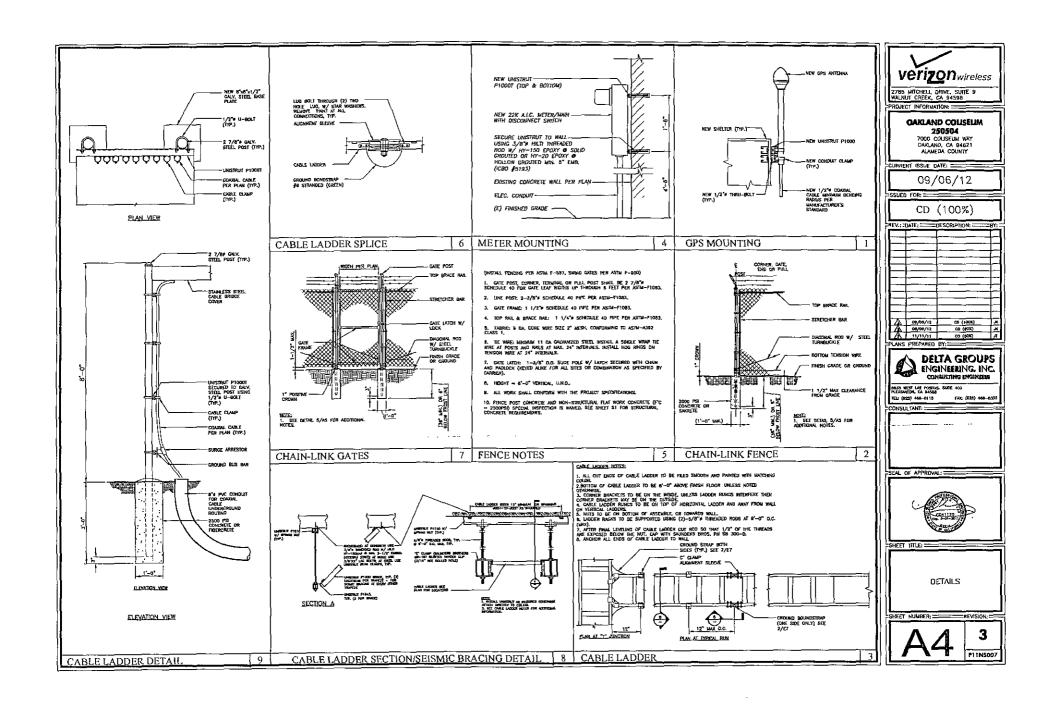
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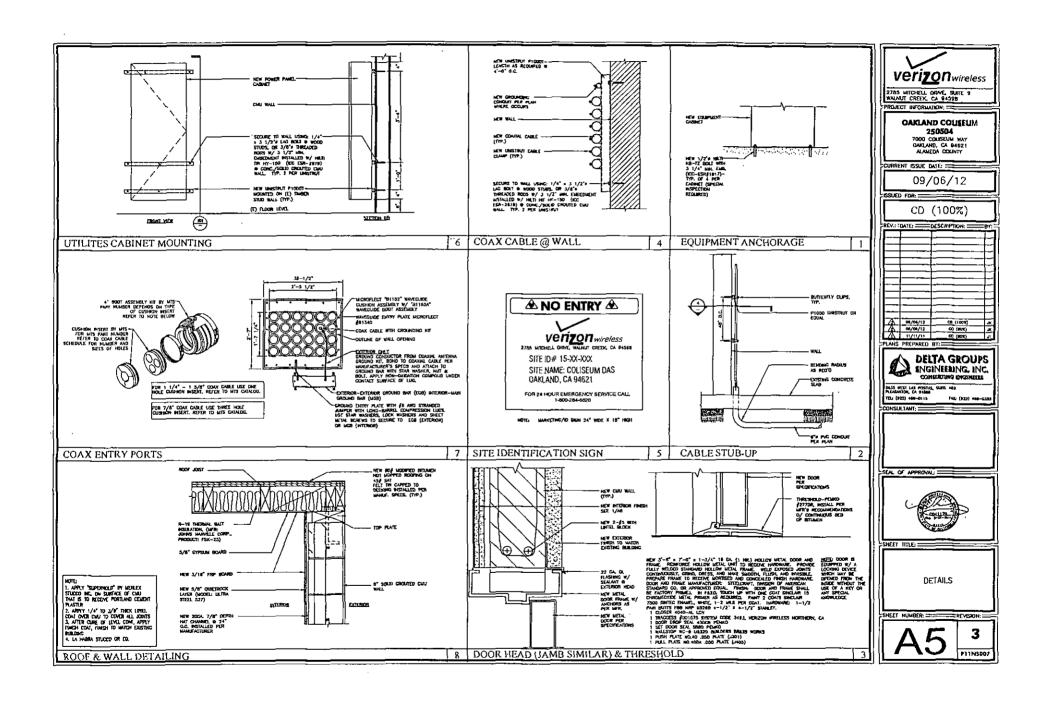
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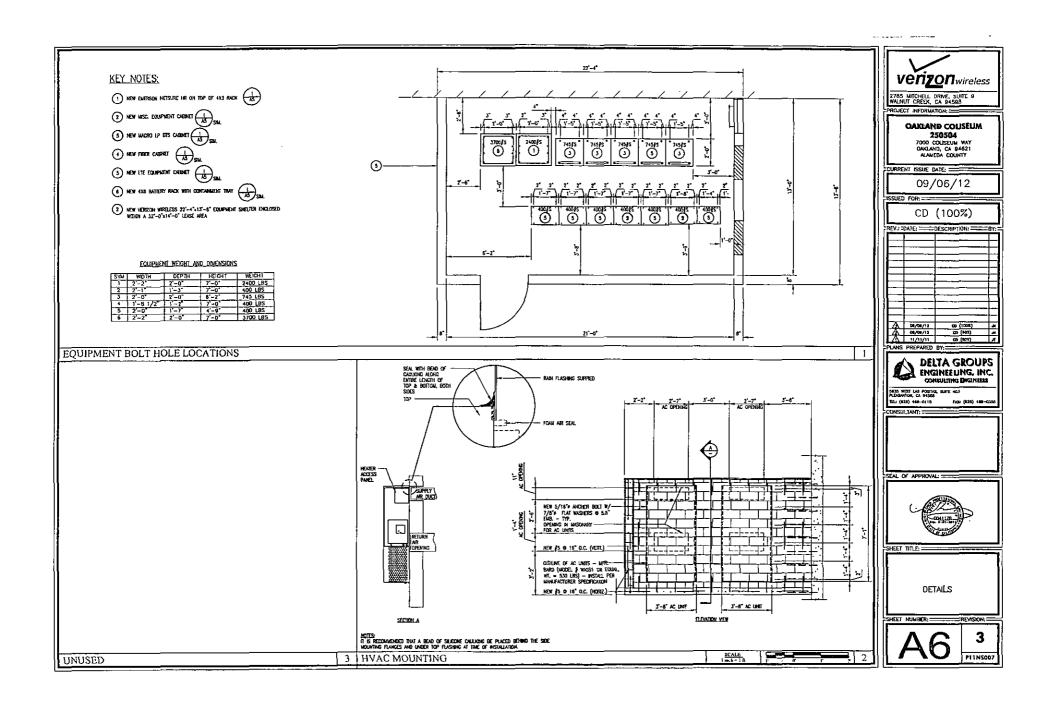












STRUCTURAL NOTES

Verizonwireless

2705 MTCHELL DRIVE, SUITE 9 WALNUT CREEK, CA 94598 ROJECT INFORMATION:

OAIDAND COLISEUM
250504
7000 COUSEUM WAY
DAKLAND, CA. 84621
AUAMEDA CEDUNTY

09/06/12

ONT ISSUE DATE:

CD (100%)

CENTRAL MOTES

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CONCRETE AND RESISTENCE STEEL

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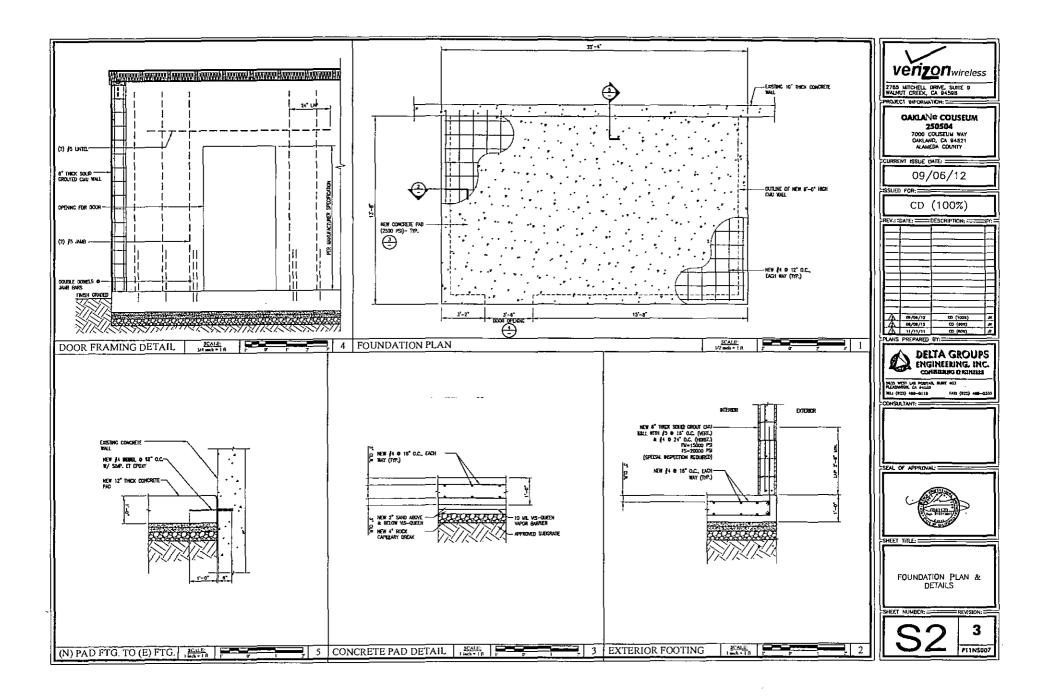
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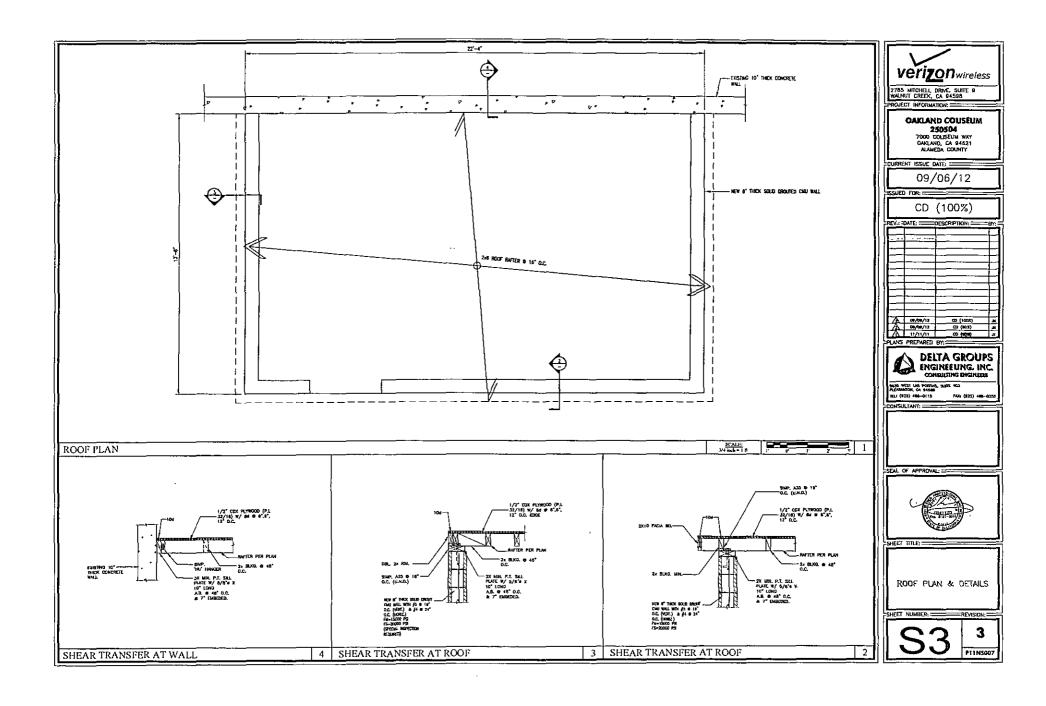




STRUCTURAL NOTES

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IL MEDICIR A DECRENACY M CONTINUY ON SZE OF CORUM, WRE-CREPHINI RECOVER, CASHI BEGINGER, GARON BLANDER, THE CRETICAND STITUS. ELE, LIA, MITHOUS, MESSES ON THE DANNINGS FOR PERCENDIAGE, THE CRETICATOR WAS RECOVERED. FOR PROMODER AND STITUS. AND MITHOUS AND STREETS COMMENT ON THE NO COMPANIES. STILLS OR RECOVERED BY HE PRIZED WASCAST, NO PER ADDITION ON THE STILLS OR RECOVERED.

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23. RED. STEEL CONDIT. TITUNGS HICKINGS COLORINGS, LICKOOTTS, MPPLES, RED. SHALL ENGAGE, MAY REMOVED AND THOUSENERY COLORIDADS. WITCHEST, MAY REMOVED AND THOUSENEY COLORIOR TO PRE. LICKOOD, MEXILLE THERE, GANG COLORI TITUNGS. SHALL ES TITL, BANTON I PRÉCLUES COMPRESSAW FRE, LOS STEELS AND ACTIVABLE. SEI SORIN TITES ARE ING ACCEPTUALE. SEI SORIN TITES AND ACCEPTUALE.

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29. ALL CUTDOR ELECTRICAL DENCES OR EXAMADAT SHALL BE OF MEMBRERIOUS TYPE.

20. AL COJPUDIT, MAJORDE, FRUIE, DUEE PRAY AND ANTINKA, CIRCLANG CONFECTIONS TO GOODING BESSES SHALL IS: ANDE WITH CRUPE THY CONFECTIONS (DRAWAL 2 I MOLE LIGIS WITH POLE COMPRESS) BESSES SHALL IS: PRE-PRELLED TO ACCENTIONER, ALL EDINGEROPES.

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39. AL CORRES CLERANCES SYLL BE PRID YERRID AND ALL CONDUIT ROUTING SYALL BE COOKOWALD WITH PROPERTY DIVIDES REPRESIDENTING.

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SMICHES AND RECEPTACLES AS SPECIALD ON PLOOR PLANS.

REFER TO "CODE COMPLIANCE" SECTION ON SHEET TI FOR THE LIST OF GOVERNING CODES AND STANDARDS.

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Verizon wireless

2725 MITCHELL DRIVE, SUITE 9
WALNIT CREEK, CA 9458B
PROJECT WFORWATON:

2. The project address and any specied until manage wish de proaded to the Local telemone company spoc minimum 1 week from to final Nepeciesy to ando delay in resullation of sprace.

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CAKLAND COUSEUM
2505D4
7000 COUSEUM WAY
0AKLANO, CA. 94621
ALWEDA COUNTY

09/06/12

RENT ISSUE DATE: ==

CD (100%)

S. CONDUIT SPECIFICATIONS, SWALL TE, AS FOLLOWS.

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ID, ALL WERNE SHALL BE DONG BY THE LICAL TELEPHONE COMPANY UNLESS THERESES, NOTES. III. AL TELPHONE CONOUT SIMIL BE LARGED AT DESIGNATO TELPHONE COMPANY.

SASS NEST LES PORESA, SURT AGA PLECHARM, CA 1454E TL (ECT) 448-6115 FAR (ECE) 448-6335 CONSULTANT:

DELTA GROUPS
ENGINEERING, INC.
COMMUNING INCHES

TELEPHONE SPECIFICATIONS

1. UTLIT POWIS OF SUMPE AND WARK / MATERIALS SACHMARES AND ARE FOR BUPPARESS ONLY.

2. DETITIVEDES SHILL DOSGRAFE WITH FULLY DUBLISH FOR AND DISC! WHICH AND LINE CHARLES HAD EXCEPTED THE CONFIDENCE OF CONFIDENCE

UTILITY CONTACTS FOR THIS PROJECT SIMIL BE AS FOLLOWS: POWER/PELOS:

NSA WIRELESS 2000 DROW CANTON PLACE STE. 440, SAN BANDON, DA 94583 CONTACT: 40028 SAMP PROME: {925} 244-1880

ELECTRICAL & TELEPHONE SPECIFICATIONS AND UTILITIES NOTES

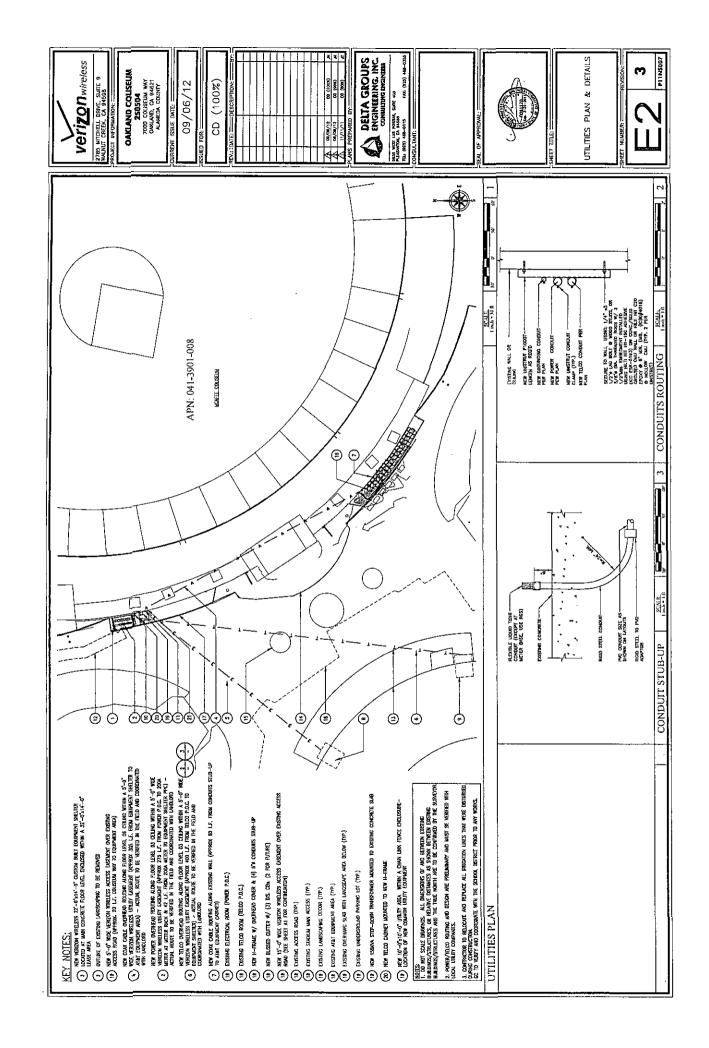


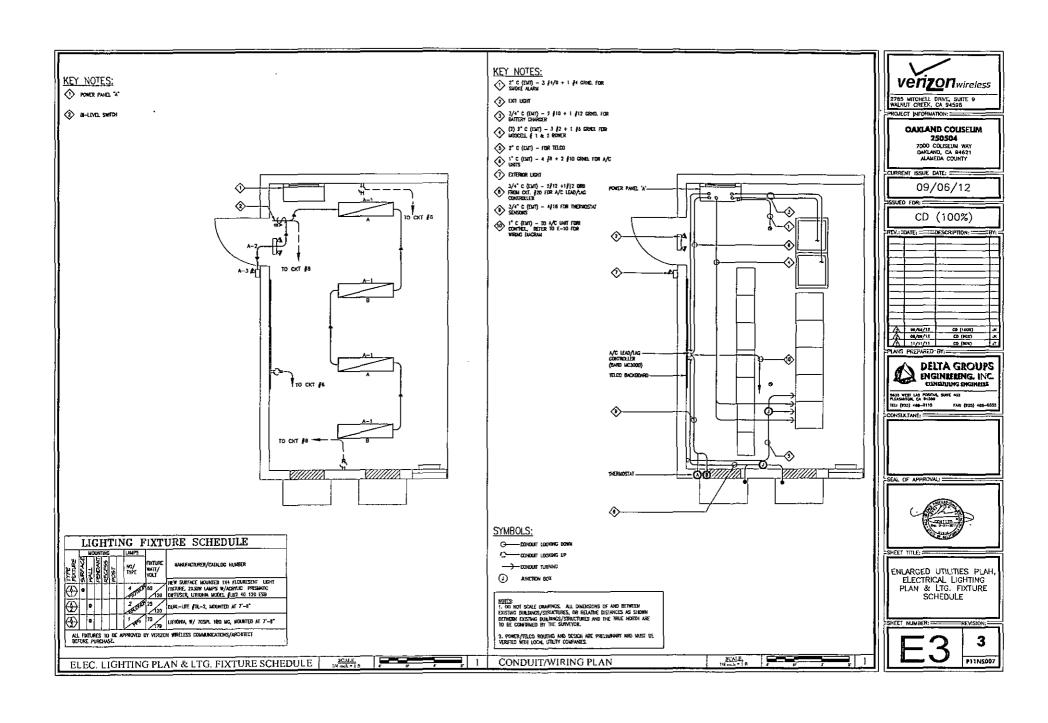
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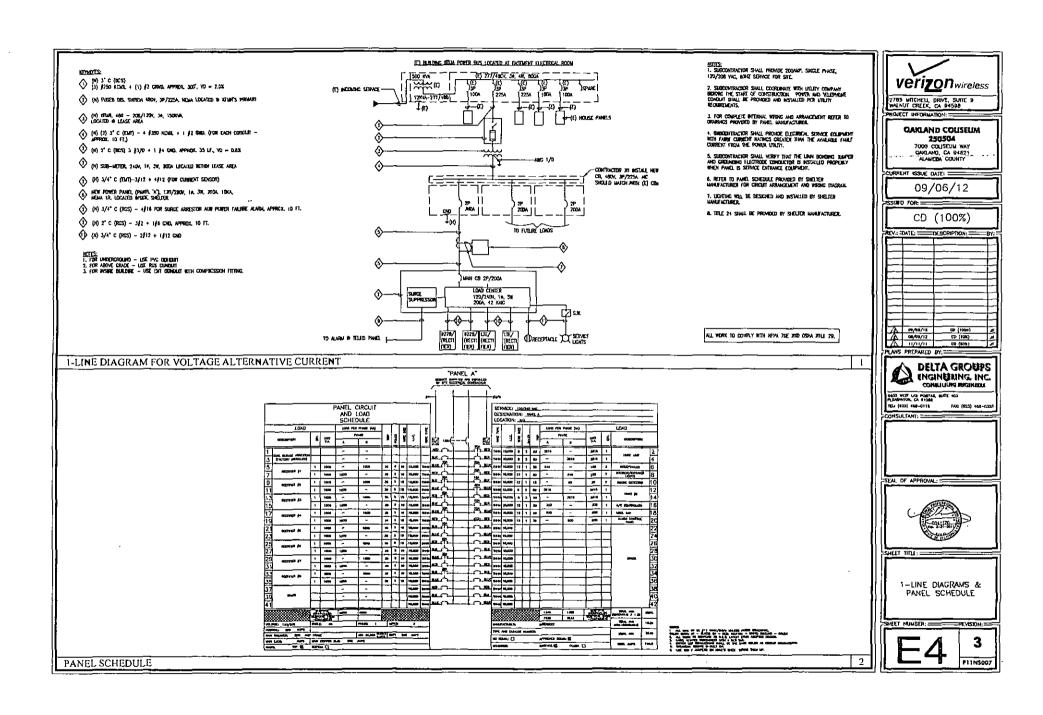
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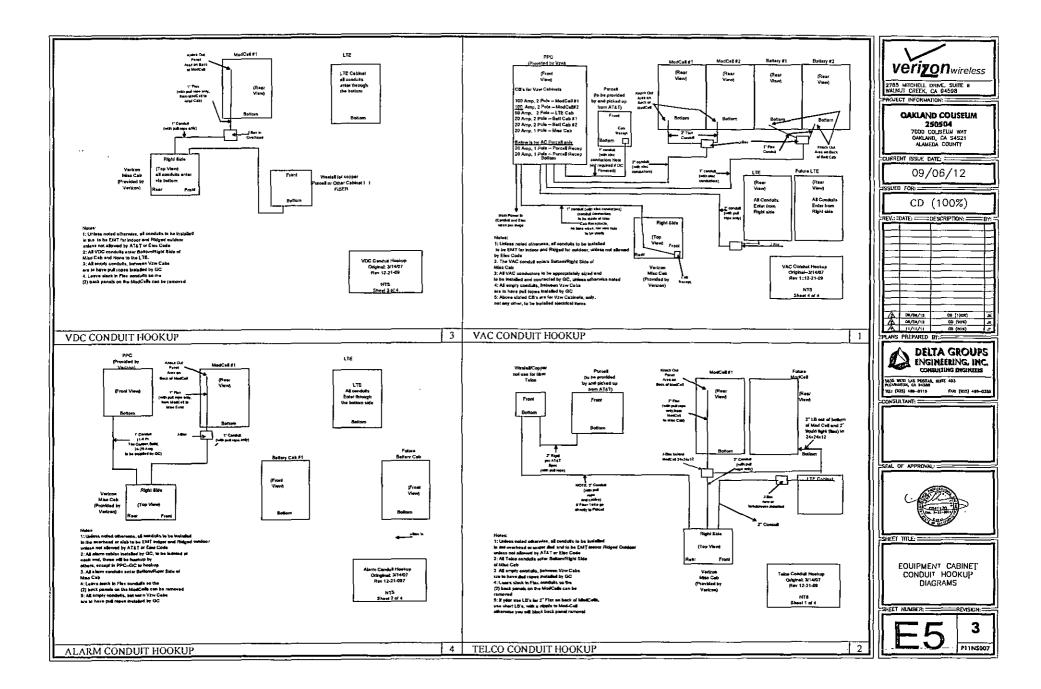
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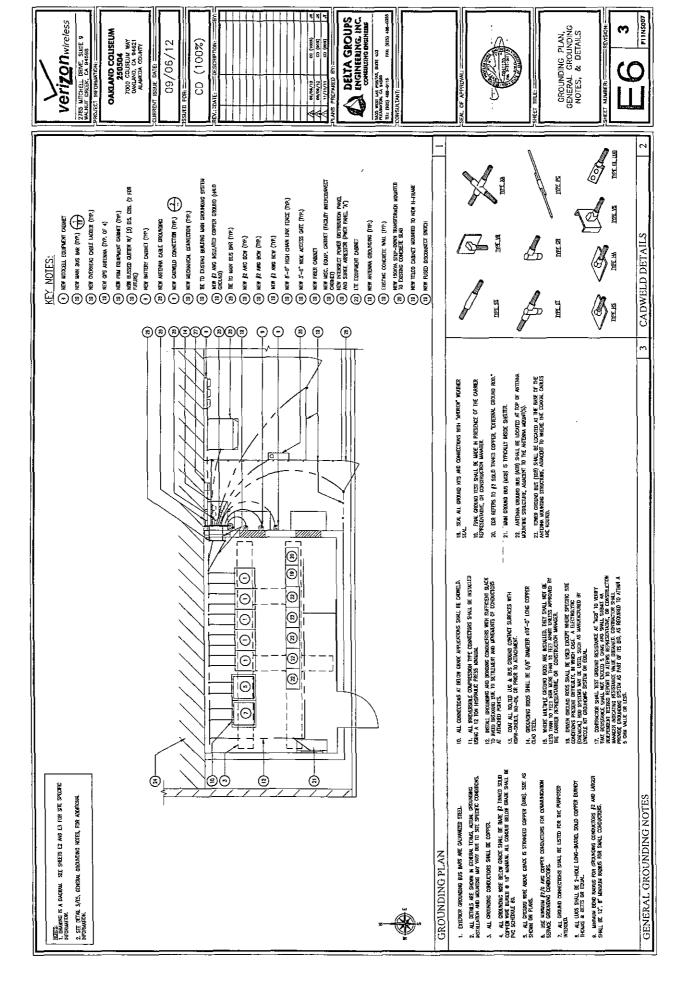


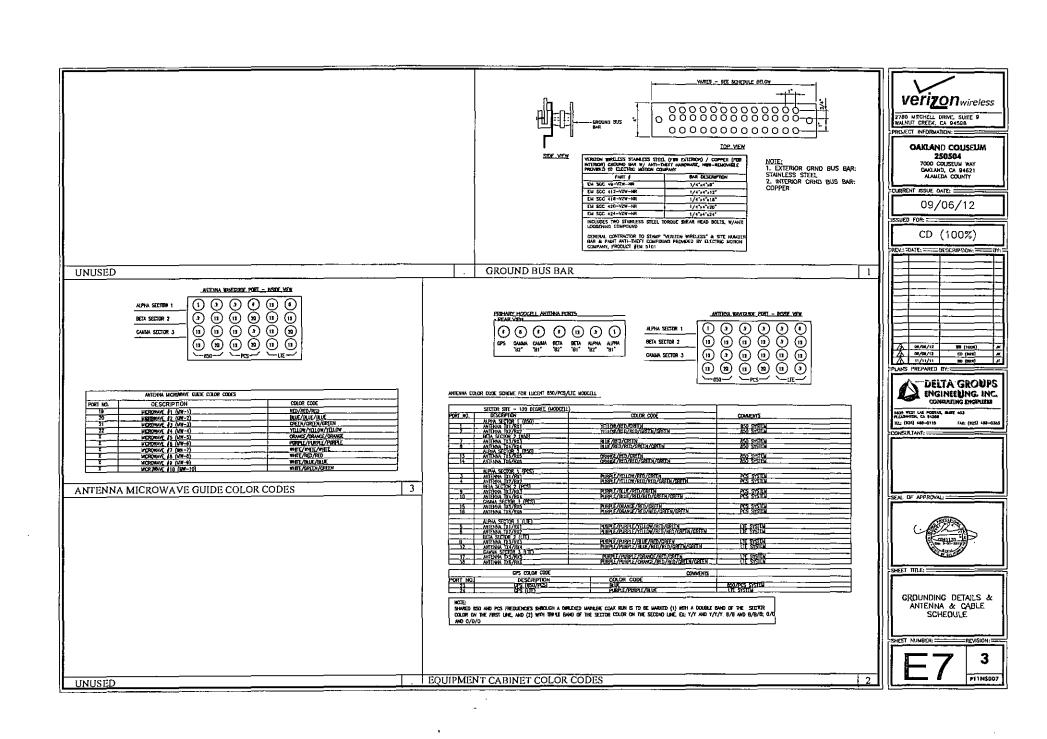


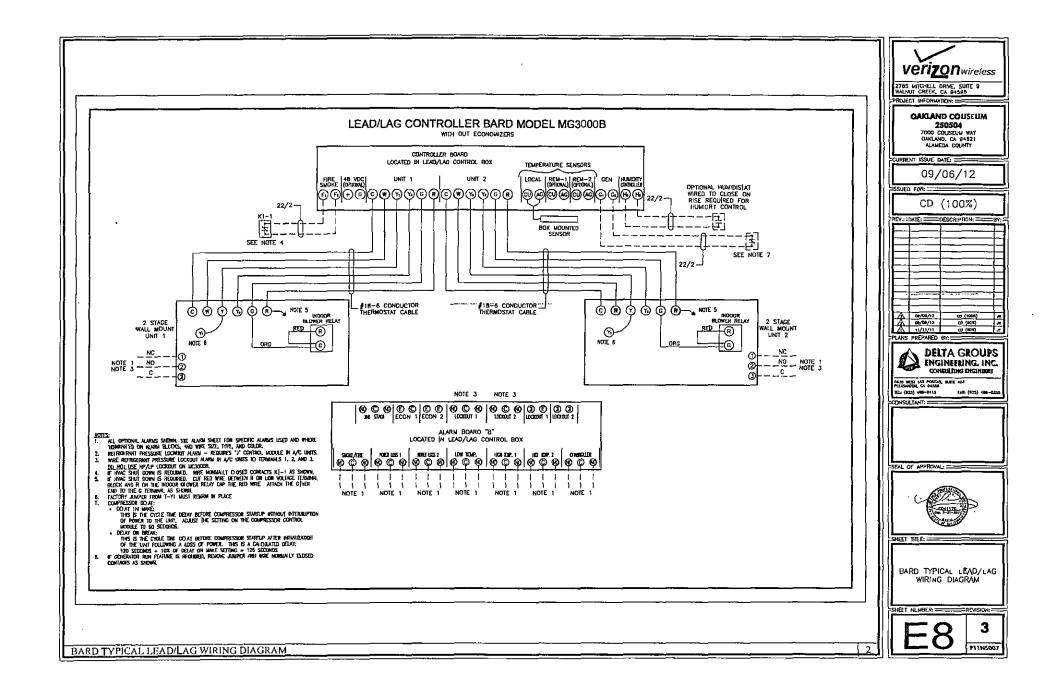


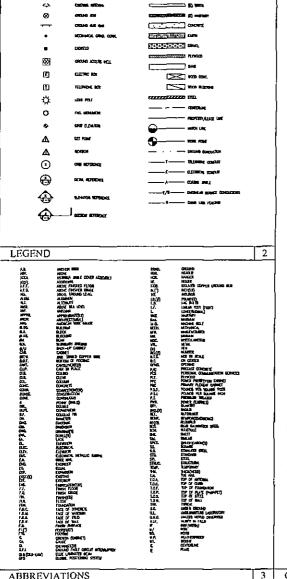


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MITTERSTON METERS FOR LAST AND RASTING HAT PRESENT HANT ST. PRIA, MI 16514—1101

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ENGINEERING REQUIREMENTS

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GENERAL REQUIREMENTS

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DSA REQUIREMENTS

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2785 MITCHELL ORIVE, SUITE & WALNUT CREEK, CA 94598 PROJECT INFORMATION:

OAKLAND COUSEUM

250504

7000 COURFUR WAY - OAKLAND, CA 94621 ALAMEDA COUNTY

CURRENT ISSUE DATE:

09/06/12

CD (100%)

REV.; DATE: DESCRIPTION: ↑ 00/00/12 ↑ 00/00/12 ↑ 11/11/11 (P (100%) _DJ (80%) PLANS PREPARED BY:===



SASS WEST LAS POSTAS, SLATE 403 PERSONNEL CA PARMI

HELL (\$725) 466-41123 FAR (925) 686-535 CONSULTANT:

STAL OF APPROVAL-



GENERAL NOTES, LEGEND, & ABBREVIATIONS

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GENERAL NOTES

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IL DE COMMAGNE GALL SPUDICE HIS DIVET DE PRINCET RECIONAL MESON. DE COMMICTOS SPALL SE MILITY INSPENSAS FOR ALL CONSTITUTION MANAGE MÉNOR, REDA STRUMENTS AND PRINCETANTS, REALEST DE APPRIADO, OT CONSTITUTION MANAGES AND REAL COMMINISTRATA, PORTORS OF DIVET MENTS DE CANGRICE.

IL THE CONTINUENTE SHALL PREMIED AT THE PRODUCT DEC A PAIL SET OF EXPOSITACION CONTINUENTE WITH THE LANGEST REVISIONS AND ACCORDING UP CLARECTARION AND THE BELLEGIST PREMI FOR LAST OF ALL PERSONNEL MACHINE THAT THE THE PERSONNEL THAT OF LAST OF ALL PERSONNEL MACHINE THAT THE THE PERSONNEL THAT OF LAST OF THE ALL PERSONNEL MACHINE THAT THE THE PERSONNEL THAT OF LAST OF THE PERSONNEL THAT OF THE PERSONNEL THE PERSONNEL THAT OF THE PERSONNEL THE PERSONNEL THAT OF THE PERSONNEL THE P

P. PERENE A MINISTER PART EXTERIORATION WITH A NOTICE OF MIST 1928 THAN 2-A CR 2-100C MITHIN 75 FEET TRANS. DESIRANT 18 ALL PORTIESS OF THE PROJECT AND REMAIN OBSERVATIONS. O. THE CHARGE STRUCTURE COMPONENTS OF THIS PROJECT STE MAY AND TO BE ANYTHING OF THIS CHARGE STE MAY ANY THE MAY BE ANYTHING OF THE CHARGE.

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ENSON 2 — 201 LIGHS A. PROSERVEN PROBEET CONSTRUCTION AND EXCEPTION FROM PROBERLY RANGE BUT TO HIS CONSTRUCTION OF LOGSPOLICIES OF DESIRE CONCLORS, RESIDER ALL GRANCES RESIDENT TO DESIREST CONCENTRAL.

I. NOT AN OUT CONTO, PRINCE EXPONE BRIDGE NO CONTROL IN PROBE ADDRESS CONTO WAS REPORTED.

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B. DEMILITION VOWY EXACT LOCATION AND GRAPHSENS OF ALL NEW GROWINGS IN COSTING CONSTRUCTION WITH ALL APPROXIMATE TRACES, COT PROTOSOLY AND MEANY.

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DOCKE 1 - NOTICE (MINISTRATION SPLEED)

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N. GOUP PARE BALL NOT COURT & COURT IN HOOKE, OWN! COLDS AS MOTED ON FAMIL IN. —
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O. WASHE SHIPSE PREMIURATE WATER HE HARLICAND IN WHALL PICKER SHIPSE NO NORTH IN CONTRACT ON WASTERNIT'S INSTITUTOR.

E. FLESHOR MO SPETE HETAL TH GALEE (MARIES NOOM) SPHEMBERT DALWEITE SPHEM HETAL Heth HE ANNE STATINGER, ALL EUROPEN 1922 NOOMEN HIGH ALL PROPERTS CONSTANDA FUNNITUR HOLLT HEADEN SHILL HUIST ELECTRIC LARVENT HEN HEALE IN ACCORDANCE WITH SOUGH FRIENDER BUNDALS. SHIPE SOOF SPHEME FOR HYSTOOLI FINNE DE TRIBELEDEL

F. RELATOR 3-1/2 BOH WHERE PRES FROM HE BATE. "If WALK BHAL SE AS MODULE. G. CHENCE TAYONED HOLD BOND HELANDS TO PROVIDE SUPPLY AS MINCAPIN.

IL CAST STREE ROOM BOARD SCRAFFICE

1. BERNE EMIL HE I-1/2" MURCH, CA, CENTRUMNON AND FACIONY FRIENDS TO EXEMPRESENT.

I SURE SET STREET AND HOLFSCHUCKS COULD DAY FOR AVERAGE.

THE PARTY ADMINISTRAL WE CHECKEN PROPERTY AND RESIDENCE I, PROME MESON MET MALE-CHAS WHICH PRESIDE SIAL AT ALL CHASE PERSONNELS. THROUGH SAIDS CONSTRUCTION.

1. HEIGHT THESELYN, MEN'R THE FLINCY MUID PORTHURING FOR PIPES MID EINHAIR THEREIN MAED BUL COMMINICION MANYACTURE BANL SE PRESIDEN MILESTRE. BEL OR APPENDS GOAL.

DHISTON B - COURT AND TRECOTO

A HOLDER HELD DOOR HAD DRANCE.

1. (1—CALCE TITEL, FACROT PRAES, FILEN PARE, EXTREM DUE, THÉRMALY RÉALATE, BITH KALLOT MÉM. RAMAE, ROTAN ROCK MO FINAC TO RECENT MOTERO AND CONCEASO FROM DI MANAME, PROCES MANING MO RECENTANCE AS RECOMMENDE DE MANING ACTURED.

L THELP GROUP WE 1-1/4 HOLD MOOD SHEEL STREET AT A NEW DAY PROSENT LATER BY NEW YORK, STREET M. HOLLEGARD SHALL AN ONLY

 \mathbf{c}_i here dut that should space with her bineral for whilterings have depresent from .

B. HENY CATY DATABLE CHICKIN, WAS BALL-IN CHIRCH BUT AND MICH OPEN FLARE.
RETAIL ON TAXON MIX. IN DOOR, WHENCHINES SHALL BY MIXTUR ON APPROVED STAIR.

A RALL PRIMERY CONFESSION FROM SEAL

T, ARTHUR, COTA MERCIN WARRENCE STALL IN POSES OF APPRICAD COLUMN

CHESTALS — INVESTS

A CHESTAL CHARGE AND PRICE, PIPE "I", WITH 41 ARREST SEPTEM WITH COMMISSION AND THE CHESTAL CHARGE STATE CHARGE STA

E BYEN STEINING CA POS MOS, THE 'Y OF CHORE WILL FIRST MADE IN ELECTION OF COMME CONTRACT OF SE C. RECOMME 1231221/8 BRILL CHECK CONTROL FIRE, WHILL COMMITTEE THE "PRINCIPAL MARKET AND INVESTIGATION OF ARMITMOST CONCR. TO BE (5550) COOK BRILL PROVIDE WARD BRIT CLEMENT AND BRILL CHECK CONTROL TO COMMITTEE OF EXPERIMENTAL CHECK CONTROL OF THE PROVIDE WARD.

NUMBER BASE 4 MEN HECK X 1/A NEW HECK, KIP-SET COM, BASE, FAST CLAUTT RUBBER NEST KIPA KI, APPRIPART MEDIED GERESES AND DO MINES, LAMERACTIONS SHALL HE ROPPE OR APPRINE DUM, CLEUN SHALL HE FAS SALE CREV.

MATING WALFACERS SHALL IN FALLY MEMBERS OF APPRICATE DAVID, INCIDEN COZER AS BELLETED BY MATING DECIDIO CALDING TO MACIN DECIDIO COLUMNICO. I MATERIAL PROPERTY.

A) (ACONT REACH 64 YOU THE THE WAY WHAT DOWN

IN CHANGE REDGE HOWEL WERE TO ONE DAY MAKEN APPLICATES AND THE COST TIME-GLOSS ACTIVE DAMES.

4. COME. BYTCH PROMISE RE-CH-UP WINNING OF ALL SUPPLIES AS REQUIRED PRICE DO AND

MECH 16 - DIDATA A BALL ANNO ANEM DEGICA SERVICE 16 NOT MR., 1-1/2 SEPA, SIGNAT LAS CE SICILA 9 NOT MAIN SECUR. CONTEX WIS ALL SEPONT AND AND ACCURATED WHENCERS SHALE SUNCES MRS. OF APPENDE TON.

IL CHILL MAD, WICH AL HUMB ON PLANS, 4° CHICK 17° PHIC SPICING, COMMINI HICH ALL COMPANY HIGH DISCOURS, MANUSCRIMS MAD, NO PHI COLOR.

E MATCHES DATA FORD STILL AS AND ADDRESS OF MERCHANI

PATRICK 12 - FURNISHED NO APPLICABLE

OMSON 13 - SPIELA, CONSTRUCTOR
CELLLAR ANTENNA'S INC. ACCORD FRANCIA, FREID TOUCH-UP
FRANCIA DAY NO MICHAELE.

DANCE II - CONCINC SISTEM

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I) DIE NOW DE JUST STATEM EDISSES DE MENGRIS ME PREMITIVE

THE BEST CONTRACTOR OF THE STATE OF THE STAT

2) BATERY EXHALS THE AS SHOWN ON THE CHARMAS. 3) HOTERED DAPPIE AL SOUR UN DE PRANCE.

O METER POR RESIDENTS HER ALL COUPLES, PRINT HE DUCTION IN ACCESSAGE HER ALL APPLICATE COSTS HIS REQUIREM.

() DEPART HALFACTURETS RESIDENCE, DICK FOR ALL EXPENSES TO MERCHAL FOR

II) MONES CONTEED . Nº-W-EL, MANDE LON SEL EXITER NO RESPITE ACRESIV () PROVING REPROTOR, MAKESPANCE AND ACTUACION MALINES WITH RESIDENCE, BULLETING.

I, HE CONSTITUTION DESCRIPTION OF THE PARTY AND CONTRIBUTION OF THE OUTTON OUTT

A) RPPLY CRUIC TRUE MODES SOUTH, ALL ADMINIAL ON APPLIEDE COLPE, WITH ASSESSMENT BLACES AND FACILITY DANCES FROM MANDEMANDE ALL BROKES ON DELINIOUS. SCHOOL CALL THIS SHAWN NORTH, M. MANNEY, O. PERSON THE BEST TOOL CHARGES OF BELLETIES AND EACHER CHARGE FREE PERSONANCE AS SERVING THE CHARGE PERSONANCE AS SERVING THE COMMENTS.

CELEC EXPERIENT HAN BERLE ENGLE HO LE, CARLER, FOI VORBLOOK, AS \$24704.00 S. NOTORITO DESERTE MERCH MIND AMOUNT SHEET, M.L. LARTO, MEDISSENSES.

SERVICE DANS MERCH MINDS AND PROPER OF ORAL DESERTS SECURIS ORGANIZATION.

DESERTED, 13 Mass No., 1 (Sea. 10 Mass. 10 MASS.) SHEET ON MASS. SHEET SHEET SHEET.

L NOT FINA SOCIAL AL GUARDIO STOL AN COURSE FOR FITTING

I, REAL AL CLIPTON IN AZOROWEL WIR MALFACTUR'S INSULCTOR, REDAL PLAN AND LYMI, PRINCE MY INCASONS RECULED AND MARCIAN WARRACTURK'S RETRANSPORT CLIPANICS.

STANT-UP AN CONTROLLED STANDARD IN ACCURANCE WITH MANUFACTURED IN ACCURATE WITH INCIDENCES.
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 MARCHAEL CONTROL AND COMPANIES.

1 PROPER COUNTY SOLECON IN PRINCE MITALLY CASTAL MITALLY CHANGE AND AND

A PROMET ALL ELECTRICAL WHICH LIGHT THAN THE YOURS OF HE HE ACCORDANCE WITH MARKET LL. A PROJECT SECRETARY FOR FIRST AND SACROSS IN ACCOMMISSE HER ALL APPLICABLE WAS AND RESEARCH.

A PROJECT PLETNAM WER HER SAMELY, TO PRESENT TO WITHSTAND VENTICAL AND HORIZONDS.
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A COMPLY MUST NOT HELDINGS IN MIT IN THE LEGISLAND COME WO WIT GREEN BYTE.

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A) RITHOR 1/2 NOT TRACE EXT. WHILLIE CALL FOR CONCURS. MOLFRETERS SHILL BE TRACED, ALLES THE APPROVED EXAM.

I) OTHERS: 1/4 NOT MAKE SIZE, WHIRSE, RICH CANNETS CIET, FOR DEPOSITIONAL, SEA NOT PERSON CHRONIC FOR MEDICS OF SMILE CHRONICS, MAKE CHRONICS, MAKE CHRONICS, MAKE CHRONICS, MAKE CHRONICS.

2. CONCLET FETICAL BUILDOOD THE FOR HUM STITL CONCLET AND COMPRESSON THE FOR EAST, MARK-COMBER SHALL BE RECO ON MANDESS COURT, SET SOME REPORTED, I CIPLLY FOUR FOUR-HOR-HOME IN MERCHAN, COSE BACK STITL, BRIGHTER, MARKET MARKET SWILL BE STITL CEY OF APPROACH LOUR.

4. YARD, COPPER CONSUMERRY, MODY, THE TIME \$11) REPORTED FOR POWER AND \$14 TON COMMUNIC, ON AUGUS CREATES (DATES) CREATED, FOR THE TRANSPORT COMMUNIC, THE TRANSPORT FOR THE T

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C GOOD CONCION AS FOR YOUTH ARRANGE BRIGHOUT

T, GROUND CONNECTED: ALL CHELANDIS CONNECTED SHALL BE CAMBED UNITED STREETS BY MYTHOLOGY BY MYTHOLOGY.

A LICHTHO PRIMER AN HORSE ON FINISHES, WARREN SICH LAPPS, GRILLESS AND HISTORIA HISTORIANS FOR A COMPLEX HISTORIAN A LIGHT RECORDED, DOING-SAME THE, CON MICH. SAME AND ADDRESS OF THE PLAN.

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11. PANCAGNAS SATIT ELAS-PRIME CHICAT MELACES TYPE, BLAFACE MULARED WITE MAN LUZI AND REMON CHICATIS ELASTIS: AS ROLD ON PAUL, SCIENLE, 125/7406, 1 FAISE, 39 WHI MUTHAN, EXEMPLAY CHICAGO BAR MULANIES & AND AND AND AND RESEARCH SERVICES FOR AND COMMISSION SEMILARIS HAVE BE LA, LISTED THE MOST BLAFACE.

17. MICHAELES DIPLEX NO. 29, NO RECORDER 1977, MICH. 5-20, HUNCEL (SLEE) APPROVED EXAM.

II. CHOST MINISTER MINIST CLASS SPIL, MANNE WEIGHTHIG CHROCK, MINISTER CHROCK WINDOWS

17. D'ODMANT SKUDE AMPLIER MU MAMPE OF POLIS AS MORD ON THE INVINCES. SMARFACHINE SHIL, EL SCHINE, & COMPANY OR APPRICAD LOCAL.

IL MARIA DANSTR SHITCH SEN, MOLUNCI, MIN SESS MICHAE, MIN I DALASME. MANEAURIN SANL SE ASCO CAT NO. MA. THE RECYL TIPE APPLICIA CAI PROCESS (4-9), PAGES FOR FOR GRAPHITOR MOD, a force price, rated 1000 yold, per and

3 MICH. CHIM MICH. OF MONE, PRIMER IN CHICAL FIT, SHOOL CHIMME JANG GROUND WITS FOR PATHONS, REMO MEN REPORTS AND POINTS TO MERCEN PRIMES SPERMED TAS RESALTED MONE. CLAMP PRIMESS OF ALL CLAMPS RESALDING FROM MONE AND MEMOR MAD CHIMPED AND LICENSESS.

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CAKLAND COLISELIM

250504 7000 COLISEI/M WAY BAKLAND, CA 94821 ALAMEDA COUNTY

URRENT ISSUE DATE: =

09/06/12

ISSUED FOR:

CD (100%)

REV.: DATE: DESCRIPTION:



NU (025) 444-0113 FAX: (925) 444-035



SHEET TITLE

STANDARD NOTES & SPECIFICATIONS

SHEET NUMBER: -----REVISION: --

3

STANDARD NOTES AND SPECIFICATIONS

P11NS007



PAGE 1

Northstar Battery Lead and Acid weights per 12 Volt Battery

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	We	wht rec	THE WYO	μετη φ. σ − * τ	r≘s-We	ight or 🕶	# _4 Vol		73. We	ight (1)	Lead Ox	de Wale
Bettery Type	MI/Kg#%	≥5/lbs ‰	√ Altres #	/gallons	# 3/K0 Nr	GH HOS M	⊀/∏itres a	Igalions	ti-, fug ta	A4 Upe b	×α /kg Pψ	Milbs 4
NSB40/NSB12-180/	2.6	5.7	2.0	0.5	1.1	24	0,0	0.2	9.1	20.2	34	7.6
NSB70/NBB12-330#	4,3	9.4	3.2	0.9	1.8	4.0	1.4	0.4	15.3	33.0	5,2	11.5
NSB75/NSB12-270 4	4.3_	9.5	3.3	0.9	1.8	4,0	1.4	0.4	15.0	33.0	5.9	12.5
NSB90/NSB12-370 #	5.2	13.6	4.7	1.2	2.6	5.7	2.0	0.5	20.1	44.2	8,0	17.6
NSB125/NSB12-475	8.1	17.9	6.2	1.6	3.4	7,5	2.6	0.7	26.0	59.1	11,0	24.3
NSEMOFT ASSEMBLES	2.4	5.3	1.9	0.5	1.0	2.2	0.6	0.2	7.2	15.9	3.3	7.2
NSB60FT Y THE AM	3 7	B.1	2.8	0.7	1.6	3,4	1,2	0.3	10.9	24.1	4.7	10.4
NSB90FT	5.3	11.8	40	1.1	2.2	4.9	1.7	0.4	16.0	35,3	7,4	16.4
NSB100FT/ TYNE	62	13.6	4.7	1,2	2.6	5,7	2,0	0.5	_181_	39.8	8.0	17.7
NSB110FTCY #71	6.8	15.0	5.2	1,4	2.9	6.3	2.2	0.6	19.9	43.6	9,1	20,1
NSB145FT4C LAND	9.0	19.B	6.6	1,8	3.B	8,3	29	0.8	25.7	58,8	12.0	26.5
NSB170FT	104	22.9	7.8	2.00	4.4	9.7	33	0.9	28.7	63.3	14.4	3t.8

All weights and volumes are for 12V-monoblec

BATTERY TABLE DISCOUR COMPANIOR CARRIED

ı	NORTHSTAR	BATTERY COMPANY			
ı	MODEL	TYPE	AMOUNT OF ELECTROLYTE	NO. OF BATTERES	TOTAL ON. ELECTROLYTE
ı	HS8170/T	LEAD ACID	2.08 GAL	24	49.97

DUANTITY, IN EACH SATTERIES

LLER	QUANTITY	TROUBOLYTE	LEAS / UNIT	FLECTROLYTE / UNIT (GAL)
-	1	7.80	63730	2.06

CABINET	QUANTITY	LIECTROLYTE (L)	LEAD / UNIT (LBS)	LECTROLYTE / UNIT (CAL)
e 1	24	187.20	1519-20	49.92
f 2	0	0	0	D.

BATTERY, NOTES

1, EACH RACK OR CROUPS OF RACKS SHALL BE PROMOTO WITH A LIQUID TIGHT 4 HICH SPILL CONTROL BARRER, WHICH ENTENDS AT LEAST 1 WICH BEYOND THE RACK HI ALL DIRECTIONS.

PAGE 2



2785 MITCHELL DRIVE, SUITE 9 WALNUT CREEK, CA 94598 PROJECT INFORMATION:

OAKLAND COLISEUM

250504 7000 COLISEUM WAY OAKLAND, CA 94821 ALAMEDA COUNTY

TURRENT ISSUE DATE: 09/06/12

ISSUED FOR:

CD (100%)

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1 / // /	09/09/12	CD (100%)	-1"
 	11/11/11		-1-
42		OD (NOTE)	J.
ELIT W2	PREPARED	BY:	

DELTA GROUPS ENGINEERING, INC.

BAJO MENT LAS POSSIAS, BLITE 463 PLEASANTON, CA SASSA TRL (925) 456-0113 FAX:

CONSULTANT:

SEAL OF APPROVAL:



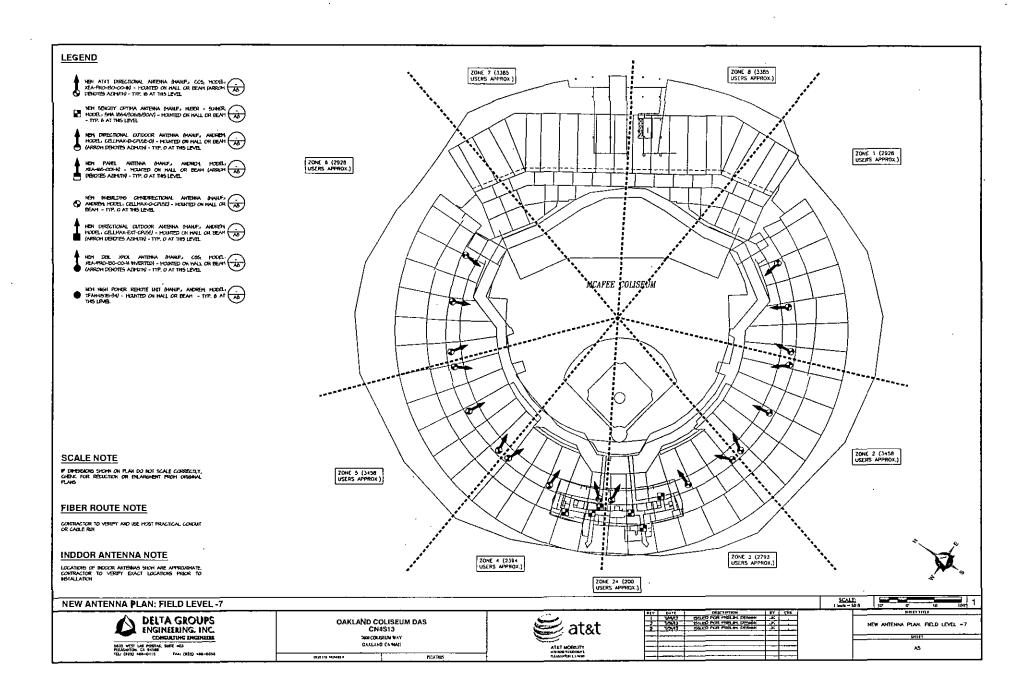
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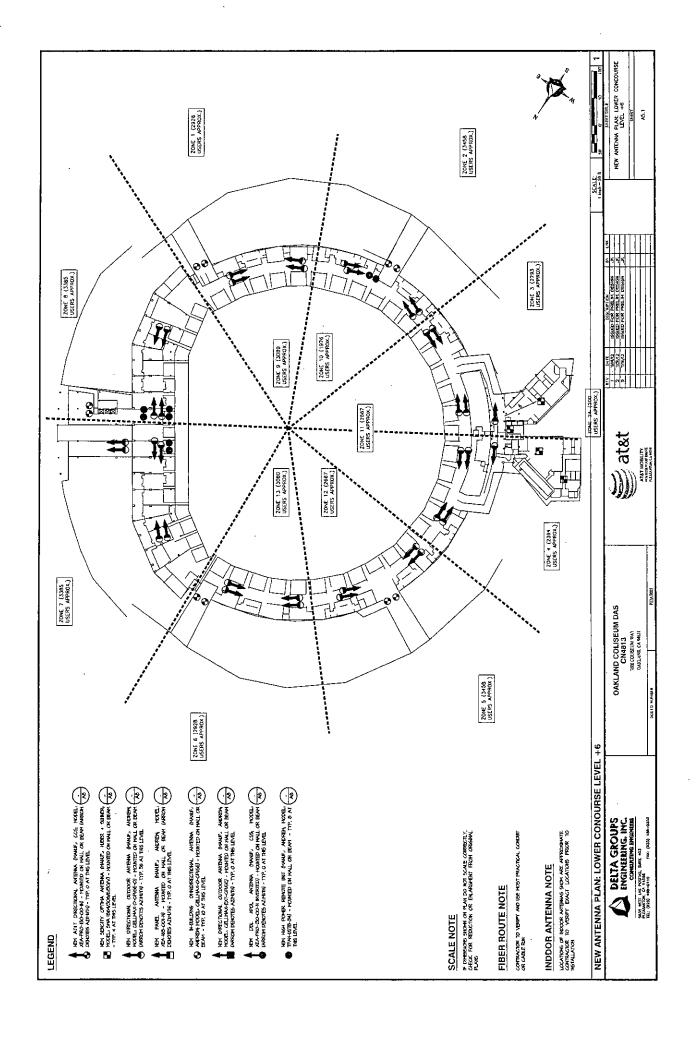
BATTERIES-MATERIALS SAFETY DATA SHEET

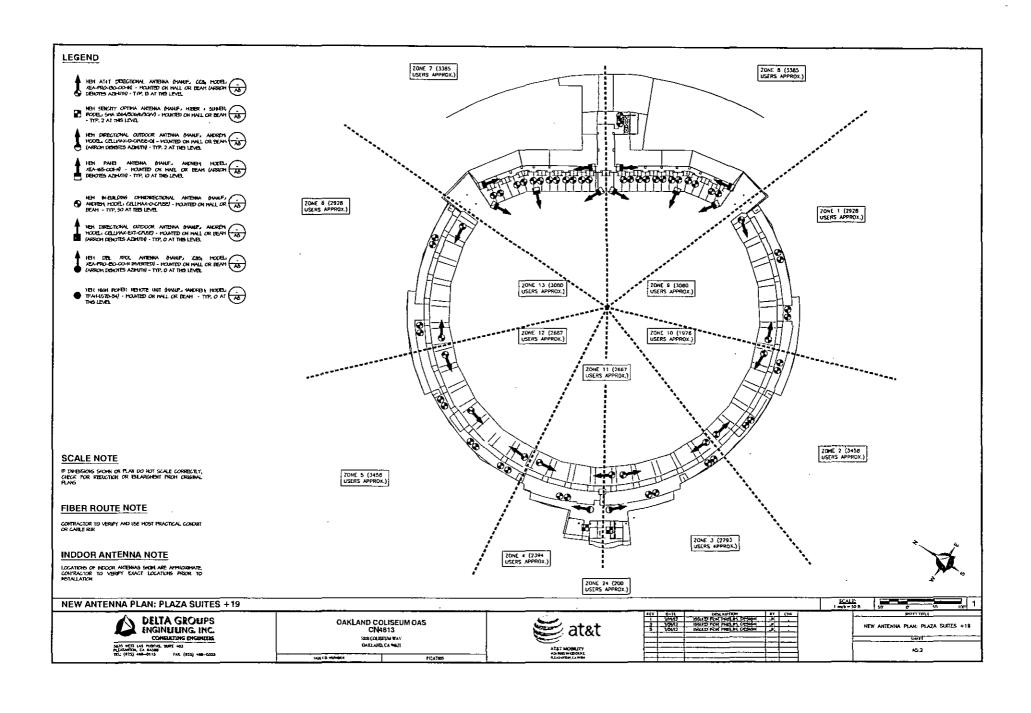
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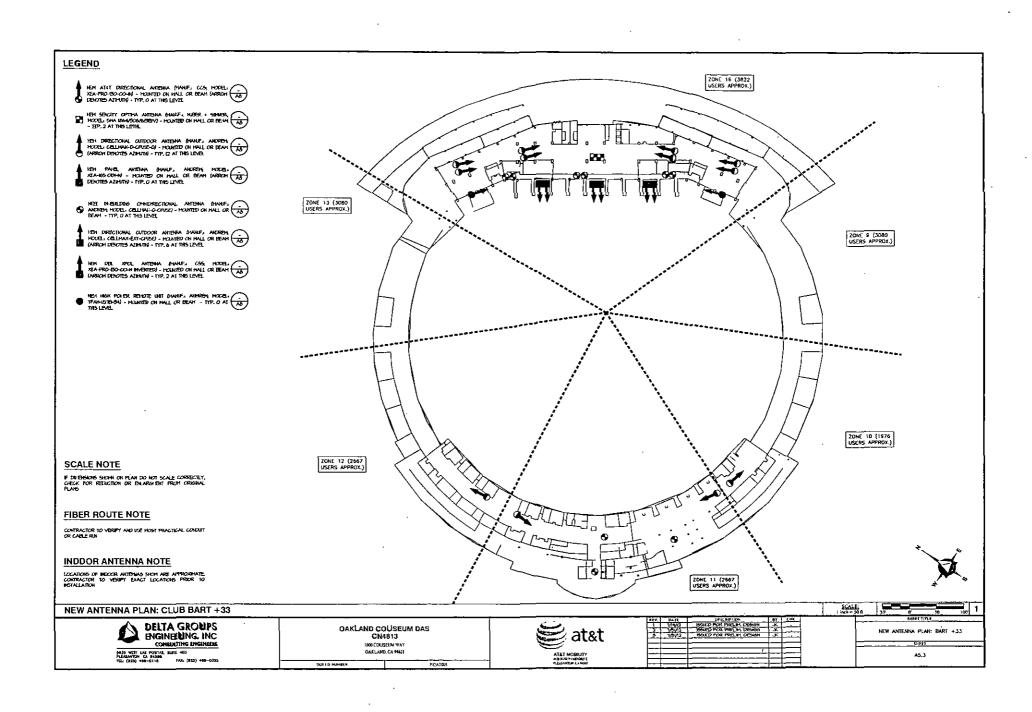
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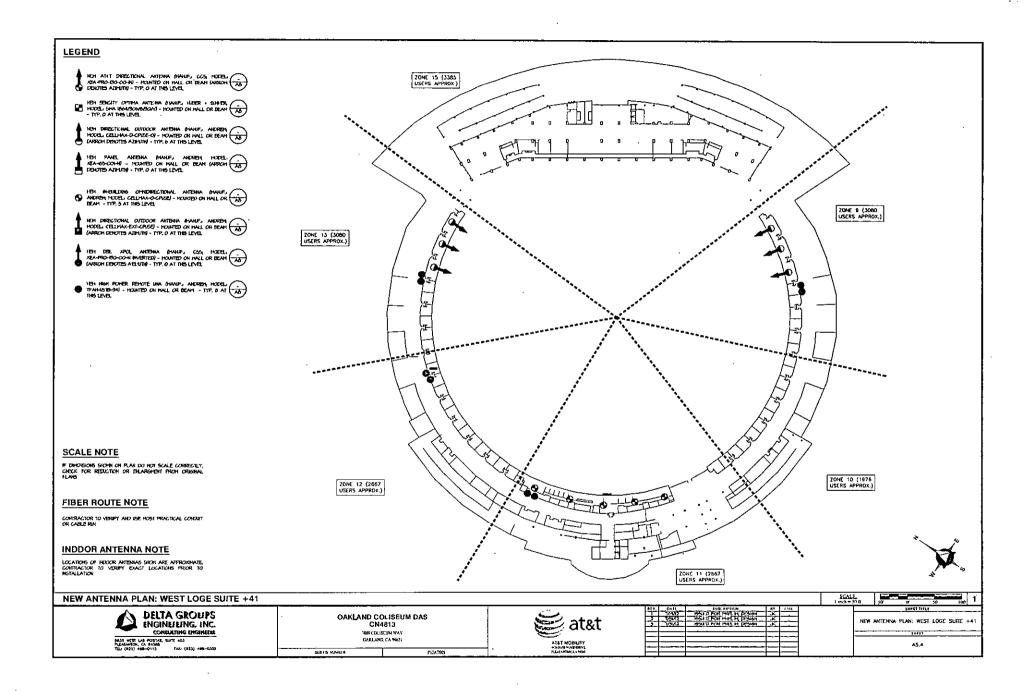
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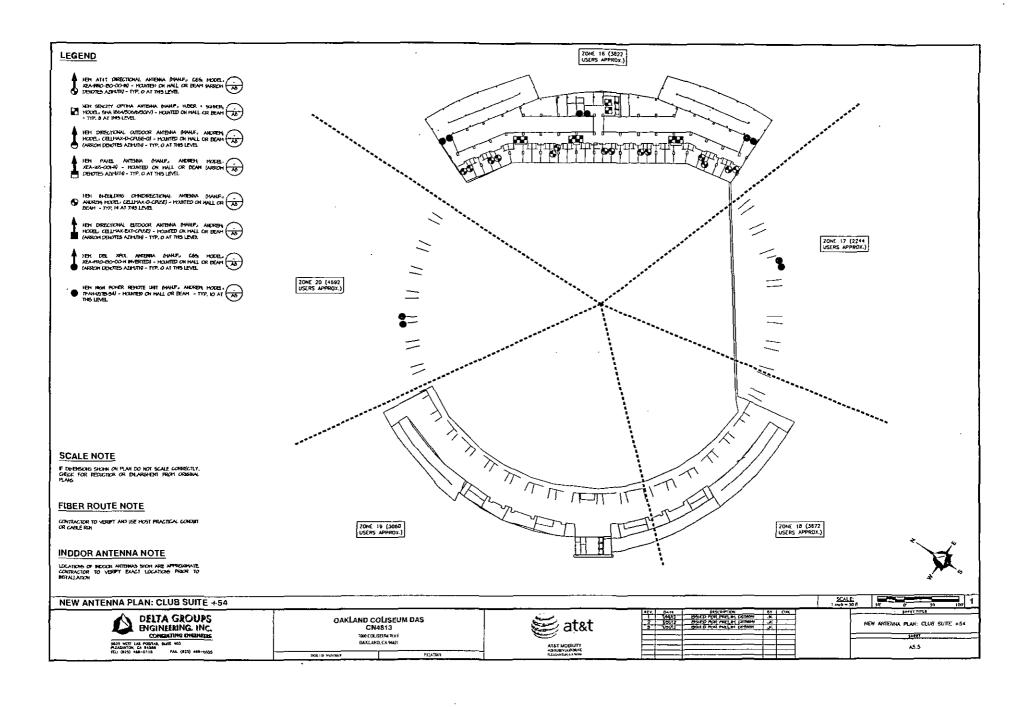


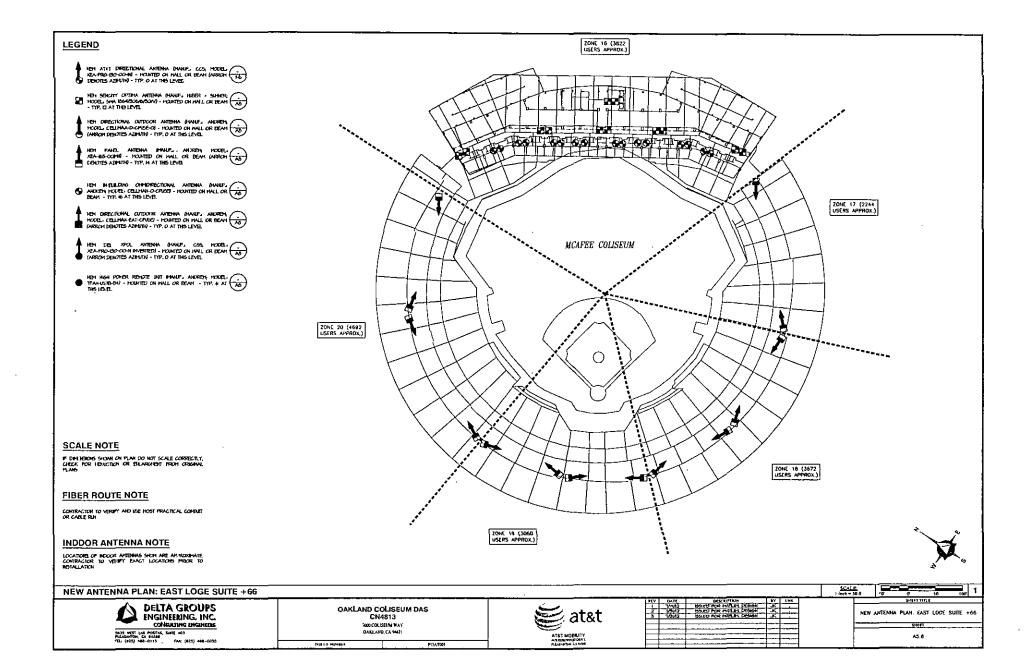












LEGEND

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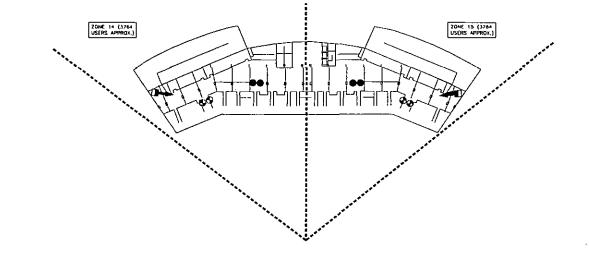
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FIBER ROUTE NOTE

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NEW ANTENNA PLAN: UPPER DECK +78



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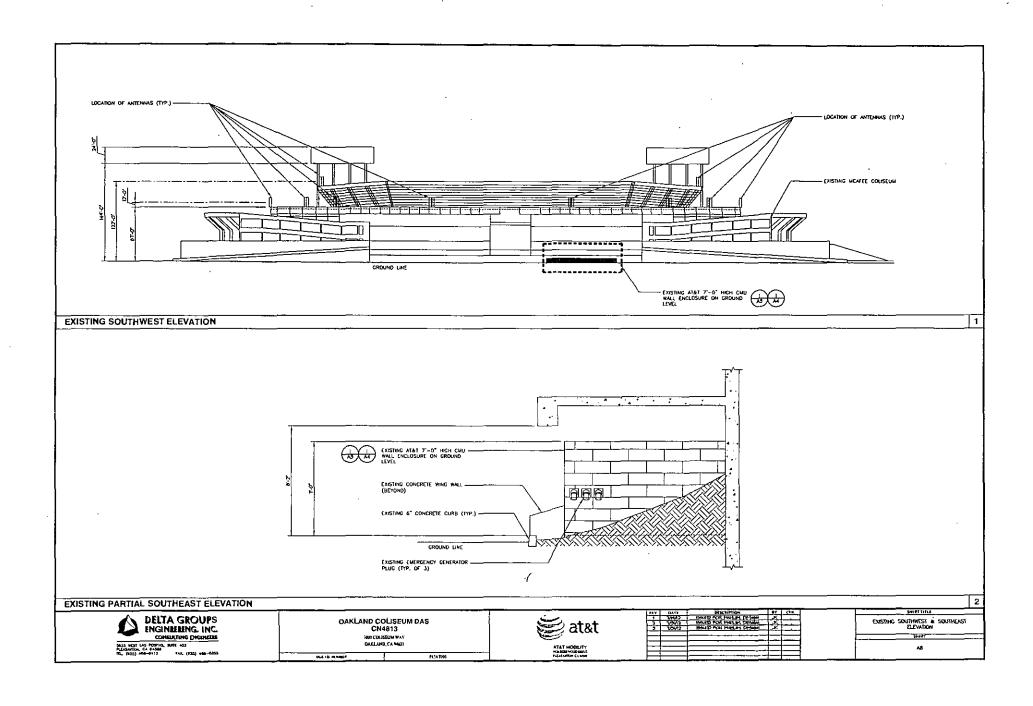
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Management Agreement

to the Agreement dated	, 2012, by and between, Oakland-Alameda Count
Coliseum Authority, as Licensor, and	GTE Mobilnet of California Limited Partnership, d/b/
Verizon Wireless, as Licensee.	

The Management Agreement is described as follows:

That certain Amended and Restated Management Agreement, entered into in March 2000 by and among City of Oakland, a municipal corporation and a charter city duly organized and existing under the laws and Constitution of the State of California ("City"), the County of Alameda, a political subdivision of the State of California ("County") and Oakland-Alameda County Coliseum Authority, a California joint powers authority organized and existing under applicable provisions of the California Government Code and an Amended and Restated Joint Exercise of Powers Agreement, dated December 17, 1996 ("JPA"), by and between the County and City, amending and restating that certain Management Agreement, dated as of September 12, 1995, by and among City, County and JPA.

The Management Agreement has been previously furnished by Licensor to Licensee prior to the Effective Date (redacted only for economics). The Management Agreement is incorporated herein by reference.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

to the Agreement dated _______, 2012, by and between, Oakland-Alameda County Coliseum Authority, as Licensor, and GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless, as Licensee.

[Pre-approved SNDA Form Appears On Following Pages]

Prepared by and Return to:
Xxxxxxxx
Attn:
Cell Site No.: xxxx Ceil Site Name: Oakland Coliseum DAS Fixed Asset Number: xxxx State: California
County: Alameda
EXEMPLAR
SUBORDINATION, NON-DISTURBANCE <u>AND ATTORNMENT AGREEMENT</u>
THIS AGREEMENT ("Agreement), dated as of the date below, between having its principal office at, (hereinafter called "Mortgagee") and, having a mailing address of xxxxxxxxxx (hereinafter called "Licensee").
WITNESSETH:
WHEREAS, Licensee has entered into a certain license agreement dated , 201_, (the "License") with, a having its principal office/residing at (hereinafter called "Licensor"), covering property more fully described in Exhibit 1 attached hereto and made a part hereof (the "Premises"); and
WHEREAS, Licensor has given, or intends to give, to Mortgagee a deed of trust (the "Mortgage") upon property having a street address of, being identified as Lot in Block in the of, County, State of ("Property"), a part of which Property contains the Premises; and
WHEREAS, the Mortgage is, or will be, in the original principal sum of(\$

WHEREAS, Licensee desires to be assured of continued use of the Premises under the terms of the License and subject to the terms of this Agreement.

- **NOW**, **THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:
- 1. So long as this Agreement will remain in full force and effect, the License is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Licensee's trade fixtures and other personal property), and to all renewals, modifications, consolidations, and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the License.
- 2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Licensee's right to use the Premises and any of Licensee's other rights under the License in the exercise of Mortgagee's rights so long as Licensee is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the License.
- 3. In the event that Mortgagee succeeds to the interest of Licensor or other licensor under the License and/or to title to the Premises, Mortgagee and Licensee hereby agree to be bound to one another under all of the terms, covenants and conditions of the License; accordingly, from and after such event, Mortgagee and Licensee will have the same remedies against one another for the breach of an agreement contained in the License as Licensee and Licensor had before Mortgagee succeeded to the interest of Licensor; provided, however, that Mortgagee will not be:
 - (a) personally liable for any act or omission of any prior licensor (including Licensor), except for acts or omissions of a continuing nature (but only to the extent continuing after the date of succession); or
 - (b) bound by any rent or additional rent which Licensee might have paid for more than the payment period as set forth under the License (one month, year etc.) in advance to any prior licensor (including Licensor), except to the extent such rent is actually received by Mortgagee.
- 4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Licensee agrees not to seek to terminate the License by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Licensee (subject to paragraph 3 above) under all of the terms, covenants and conditions of the License.
- 5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including,

without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Licensee on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Licensee now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Licensee which are permitted under the License. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHER this day of	EOF, the undersigned has caused this Agreement to be executed, 20
	LICENSEE:
	Name: Date:
	MORTGAGEE:
	a
	By: Name: Title:

LICENSEE ACKNOWLEDGMENT	
State of California)	
County of Orange)	
On before me, before me, to me on the basis of satisfactory evidence to be the within instrument and acknowledged to me that he executed that by his signature on the instrument the person person acted, executed the instrument.	person whose name is subscribed to the cuted the same in his authorized capacity,
I certify under PENALTY OF PERJURY under the foregoing paragraph is true and correct.	laws of the State of California that the
WITNESS my hand and official seal.	
Signature of Notary Public	
MORTGAGEE ACKNOWLEDGMENT	
STATE OF CALIFORNIA)	
COUNTY OF)	
On before me, who proved to me on the basis of satisfactory evidence subscribed to the within instrument and acknowledged in his/her/their authorized capacity(ies), and that by hi the person(s), or the entity upon behalf of which the per	to be the person(s) whose name(s) is/are to me that he/she/they executed the same s/her/their signature(s) on the instrument
I certify under PENALTY OF PERJURY under the foregoing paragraph is true and correct.	laws of the State of California that the
WITNESS my hand and official seal.	
Signature	
Name	(Seal)
(Great or printed)	(Sear)

DESCRIPTION OF PREMISES

				Page of _				
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			, 20_	_, by and between _			, as Li	censee
and $_{-}$, a			, as Mortg	agee.		
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The Premises are described and/or depicted as follows:

MEMORANDUM OF LICENSE

to th	ne Agreement	dated	, 201_	_, by	and	between,	Oakland-Ala	meda	County
Coli	seum Authorit	y, as Licensor,	GTE Mobilnet	of Cal	iforni	a Limited	Partnership,	d/b/a	Verizon
Wire	eless, as Licens	see.					_		

[Memorandum of License Appears On Following Pages]

MEMORANDUM OF LICENSE

Prepared By & When Recorded Return To:

XXXXXXXXXX

(Space Above This Line For Recorder's Use Only)

Re: Cell Site #: xxxxx

Cell Site Name: Oakland Coliseum DAS

Fixed Asset Number: xxxxxxx

State: California County: Alameda

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this _____ day of ______, 201___, by and between Oakland-Alameda County Coliseum Authority, having a mailing address of 7000 Coliseum Way, Oakland, CA 94621-1918 ("Licensor") and GTE Mobilnet of Cahfomia Limited Partnership, d/b/a Verizon Wireless ("Licensee").

- 1. Licensor and Licensee entered into a certain License Agreement ("Agreement") on the _____ day of ______, 201___, for the purpose of installing, operating and maintaining a Distributed Antenna System and other improvements. All of the foregoing are set forth in the Agreement.
- 2. The initial lease term will be five (5) years ("Initial Term") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
- 3. The portion of the land being licensed to Licensee (the "Premises") is described in Exhibit A annexed hereto. NOTHING IN THE AGREEMENT IS INTENDED TO CREATE A LEASEHOLD INTEREST, EASEMENT OR OTHER INTEREST IN REAL ESTATE.
- 4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In

the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LICENSOR"

	and-Alameda County Coliseum Authority, nfomia Joint Powers Authority
By: _	Chair
Date	
"LIC	CENSEE"
	Mobilnet of California Limited Partnership Verizon Wireless
	Celico Partnership General Partner
	By:

[NOTARIAL ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LICENSEE ACKNOWLEDGMENT

State of California)	
County of Orange)	
On	on whose name is subscribed to the within ted the same in his authorized capacity, and
I certify under PENALTY OF PERJURY under t foregoing paragraph is true and correct.	he laws of the State of Cahfornia that the
WITNESS my hand and official seal.	
Signature of Notary Public	
LICENSOR ACKNOWLEDGMENT	
STATE OF CALIFORNIA) COUNTY OF)	
Onbefore me, Public in and for said State, personally appeared who proved to me on the basis of satisfactory evide subscribed to the within instmment and acknowledg in his/her/their authorized capacity(ies), and that by the person(s), or the entity upon behalf of which the	nce to be the person(s) whose name(s) is/are ged to me that he/she/they executed the same his/her/their signature(s) on the instrument
I certify under PENALTY OF PERJURY under t foregoing paragraph is tme and correct.	he laws of the State of Cahfomia that the
WITNESS my hand and official seal.	•
Signature	
Name (typed or printed)	(C 1)
(typed or printed)	(Seal)

EXHIBIT 1A

DESCRIPTION OF PREMISES

to the Memorandum of License dated, 201, by and between Oakland Alameda County Coliseum Authority, as Licensor, and GTE Mobilnet of Cahfomia Limited Partnership, d/b/a Verizon Wireless, as Licensee.
The Premises are described and/or depicted as follows:
[Plans Depicting the Premises Appear On Following Pages]

OFFICE OF THE CITY CLEROAKLAND CITY COUNCIL DRAFT OFFICE OF THE CITY CLEROAKLAND OFFICE OFFICE OF THE CITY CLEROAKLAND OFFICE OFFICE OF THE CITY CLEROAKLAND OFFICE OFF

5015 MOA - 1	Lillie, a.		
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A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN VERIZON WIRELESS AND THE OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY AND CERTAIN RELATED MATTERS

WHEREAS, Verizon Wireless ("Verizon") has requested that the Oakland Alameda County Coliseum Authority (the "Authority") enter into a license agreement (the "License Agreement") allowing Verizon to construct and join the existing AT&T Distributed Antenna System ("DAS") within the O.Co Coliseum and the Oracle Arena located at the Oakland Alameda County Coliseum Complex ("Coliseum Complex") to enhance Verizon cellular service within the Coliseum Complex; and

WHEREAS, the Authority's agent, Oakland Coliseum Joint Venture ("OCJV"), has approved the design of the Verizon equipment which would connect with the existing DAS; and

WHEREAS, Verizon will pay all the costs of installation and certain license fees as consideration for installation and use of the DAS; and

WHEREAS, on November 18, 2011 the Authority approved the License Agreement, contingent on final approval, respectively, by the City of Oakland and the County of Alameda; and

WHEREAS, the Authority desires to enter into the License Agreement; and

WHEREAS, the Management Agreement for the Coliseum Complex requires that the Authority obtain the approval of the City of Oakland and County of Alameda prior to executing the License Agreement; and

WHEREAS, the Authority determines that entering into the License Agreement is in the best interest of the Authority; and

WHEREAS, staff has provided the staff report which accompanies this proposed resolution, recommending to the Oakland City Council that it approve and authorize the execution of the License Agreement; and

WHEREAS, staff has provided the attached true and correct copy of the License Agreement; and

WHEREAS, implementation of the License Agreement will not have a negative impact on the City of Oakland finances; and

WHEREAS, City of Oakland finances will benefit because revenues generated by the License Agreement will be applied to Authority operating expenses, thereby reducing the corresponding amount of funds that the City of Oakland must allocate to fund Authority expenses; now, therefore be it

RESOLVED: That the City of Oakland finds, determines, and declares that all the recitals above set forth are true and correct; and be it

FURTHER RESOLVED: That the City of Oakland approves and authorizes the execution and delivery by the Authority's Chair of the License Agreement, in substantially the form as presented in the proposed License Agreement attached to the Staff Report accompanying this Resolution, with only those changes that the Authority shall approve. The Authority's secretary is hereby authorized to attest, to the extent required, the License Agreement; and be it

FURTHER RESOLVED: That the City of Oakland authorizes the Authority to do any and all things and take any and all actions and execute and deliver any and all agreements, and other documents which the Authority may deem necessary or advisable in order to effectuate the purposes of this resolution; and be it

FURTHER RESOLVED: That the City of Oakland authorizes and directs the City Administrator, for and on behalf of the City of Oakland, to do any and all things and take any and all actions and execute and deliver any and all agreements and other documents which may be deemed necessary or advisable in order to effectuate the purposes of this resolution.

20

in obottole, of the mb, order order,	
PASSED BY THE FOLLOWING VOTE:	,
AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KER! REID	NIGHAN, NADEL, SCHAAF and PRESIDENT
NOES -	·
ABSENT -	
ABSTENTION -	ATTEST:
	LaTonda Simmons City Clerk and Clerk of the Council of the City of Oakland, California

IN COUNCIL OAKLAND CALIFORNIA