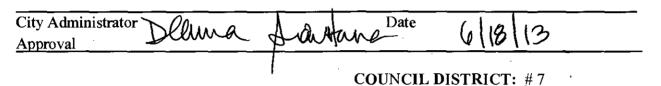


AGENDA REPORT

TO: DEANNA J. SANTANA CITY ADMINISTRATOR

FROM: Fred Blackweli

SUBJECT: Coliseum Authority Wireless Agreements **DATE:** June 7, 2013



RECOMMENDATION

Staff recommends that the City Council adopt:

A City of Oakland Resolution:

- 1. Approving and Authorizing the Execution of a License Agreement Between Sprint Spectrum L.P. ("Sprint/Nextel") and the Oakland Alameda County Coliseum Authority and certain related matters; and
- 2. Authorizing the City Administrator to Consent to a Wireless Sublease Agreement Between AT & T, Verizon, and Sprint, Using Existing Wireless Facilities at the Oakland Alameda County Coliseum Complex, Under the Terms of the Existing License Agreement between AT & T and the Oakland Alameda County Coliseum Authority

<u>OUTCOME</u>

Adoption of this resolution will authorize the City Administrator to execute two documents on behalf of the City of Oakland, in conjunction with parallel approvals from the County of Alameda, to allow the Oakland Alameda County Coliseum Authority ("Authority") to enter into a new wireless license agreement with Sprint/Nextel, and to assent to a wireless sublease agreement including AT T, Verizon, and Sprint/Nextel, respectively.

> Item: ______ City Council July 2, 2013

BACKGROUND/LEGISLATIVE HISTORY

On October 28, 2010 and April 26, 2011, the Authority approved License Agreements with AT&T for the installation, use and operation of wireless facilities at the O.Co Coliseum and the Oracle Arena.

In letters dated May 20, 2013, AT&T asked that the City of Oakland and Alameda County, respectively, provide their written assent to AT&T's request to enter sublease agreements with Verizon and Sprint/Nextel, to allow those companies to also use the existing wireless infrastructure at the O.Co Coliseum and the Oracle Arena. In its letter to the City, AT&T notes that its existing agreement with the Authority states that AT&T as the current 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 the 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."

In addition, the Authority proposes to enter a new direct license agreement with Sprint/Nextel for that company to install and operate wireless equipment, and to connect any new equipment to the existing wireless infrastructure at the O.Co Coliseum and the Oracle Arena, and is seeking City and County assent to do so.

The terms of the Management Agreement for the Oakland Alameda County Coliseum Complex require separate City of Oakland and Alameda County approval of all license agreements pertaining to the Coliseum Complex.

ANALYSIS

Attachment A to this staff report is the proposed new license agreement between the Authority and Sprint/Nextel. In exchange for Authority approval, Sprint/Nextel would remit to the Authority \$50,000 as a one-time license fee, and would thereafter remit \$32,408 per year as an annual license fee. Subsequent annual payments would be adjusted upwards by 3% each year, as defined on page 3 of Attachment A.

The City of Oakland and the County of Alameda are also respectively requested, in the letters included with this report as *Attachment B*, to confer their approvals to a sublease agreement between AT&T, Sprint/Nextel, and Verizon, under which the latter two carriers would gain access to the existing wireless equipment and infrastructure at the O.Co Coliseum and the Oracle Arena. The Authority would receive no additional compensation for assenting to these subleases. The original wireless license agreement with AT&T at the Coliseum Complex contemplated this kind of sublease; in the wireless industry, h is common for carriers to utilize shared infrastructure for their respective individual business operations.

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. One-time and annual license fees from the proposed new license agreement with Sprint/Nextel, and ongoing revenues generated from the original AT & T licensing agreement, are applied to the Authority's annual operating expenses, thereby reducing any cost to the City of Oakland to fund its share of the Authority's operating costs.

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 Blackweli, Assistant City Administrator

Prepared by: James A. Bondi, City Administrator Analyst Office of the City Administrator

Attachment A: Proposed new wireless license agreement with Sprint/Nextel Attachment B: Proposed letters of City and County assent to the sublease agreement between AT&T, Sprint/Nextel, and Verizon

> Item: _____ City Council July 2, 2013

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LICENSE AGREEMENT

Sile ID #: SF96xc003 & SF96xc004

This Lic**urs Agreement** ("Agreement") is entered into as of ______ by Sprint Spectrum L.P. ("Sprint/Nextel" or "Licensee") 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, 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").

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 "Licensor's Property" or "Property") as more particularly described on Exhibit A attached hereto; and

B. WHEREAS this Agreement is intended to relate only to Licensee's installation, operation and maintenance of certain Facilities (defined below) on the Stadium Parcel (defined below) that will connect to and operate in conjunction with the two existing Distributed Antenna System or DAS (as defined below) owned, operated, and maintained by New Cingular Wireless PCS, LLC ("AT&T") on the outdoor stadium parcel ("Stadium Parcel") at APN: 041-3901-008 ("Stadium Parcel") and indoor within adjacent Arena located on the arena parcel at APN: 041-3901-009 ("Arena Parcel").

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 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:

FILED

Site Name: Oaklandi Tokyon

1. Premises and Use. Licensor owns the property described on Exhibit A attached ("Licensor's Property" or "Property"). Licensor licenses to Licensee the Site (consisting of a portion of Licensor's Property on the Stadium Parcel) described below [*Check all appropriate boxes*]:

Land consisting of approximately _363_ square feet for construction of:

Shelters and/or base station equipment and

] antenna support structure;

Site Name: Oakland Coliseum and Oracle Arena Site ID #: SF96xc003 & SF96xc004

- Building interior space consisting of approximately square feet for placement of shelters and/or base station equipment;
- Building exterior space consisting of approximately square feet for placement of shelters and/or base station equipment;
 - Building exterior space for attachment of antennas:
 -] Tower space between the _____ foot and _____ foot level on the tower for attachment of antennas;

generally in the location(s) shown on Exhibit B attached, such location(s) to be pre-approved by AEG in its sole discretion, as well as riser, conduit and other space required for cable runs to connect its equipment and antennas, and together with all necessary non-exclusive easements, limited as set forth in Section 4 hereof, for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the reasonable discretion of Licensee (the "Site"). Licensor agrees to cooperate with Licensee in its efforts to obtain such approval of AEG. The Site may be used by Licensee (and/or any of its affiliated entities) for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilhies, including, without limitation, equipment shelter, base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures and, if applicable to the Site, an antenna support structure (the "Facilities"). All of the Facilities will remain Licensee's personal property and are not fixtures. The Facilities are to be installed to provide for the continuous transmission and reception of wireless communications signals via two Distributed Antenna Systems, or "DAS" owned, operated and maintained by AT&T. The installation, operation and maintenance of the two DAS systems is governed by two separate agreements between Licensor and AT&T, which agreements shall be in effect and observed by Licensee, to the extent such agreements apply to Licensee, during the term of this Agreement. Generally, the two DAS systems contemplated by the parties under this Agreement are networks 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 has the right but not the obligation to add, modify and/or replace equipment comprising the Facilities or the DAS systems in order for the Facilities to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services. Notwithstanding the foregoing, by specific agreement between the parties, any changes, additions or modifications to the Facilities Licensee uses to connect to the two DAS systems, 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, Licensee shall provide to Licensor a set of plans reflecting the changes, additions or modifications within the Facilities. Licensee will be allowed to make such reasonable alterations to the Property in order to accomplish Licensee's Permitted Use, including ensuring that Licensee's Facilities comply with all applicable federal state or local laws, rules or regulations. Licensor acknowledges that Licensee is entering into a separate agreement with AT&T to provide for Licensee's connection to and use of AT&T's two DAS systems located at the Stadium Parcel and the Arena Parcel, respectively. it is expressly understood that all rights granted to Licensee under this Agreement are irrevocable until this Agreement expires or sooner terminates as provided herein.

LICENSOR AND LICENSEE HEREBY ACKNOWLEDGE AND AGREE THAT NOTHING IN THIS AGREEMENT IS INTENDED TO CREATE A LEASEHOLD INTEREST, EASEMENT **OR OTHER INTEREST IN REAL ESTATE.**

2. Term.

(a) The initial license term will be five (5) years ("Initial Term"), commencing on License Fee Commencement Date (as that term is defined below) ("Term Commencement Date"). The Term will be automatically renewed for four (4) additional terms of five (5) years each (each a "Renewal Term"), upon the same terms and conditions, unless Licensee provides Licensor with at least sixty (60) days written notice of its intention not to renew prior to the expiration of the initial Term or any Renewal Term. Prior to the installation of Licensee's Facilities, Licensee will be permitted to enter Licensor's Property, subject to the access limitations set forth in Section 4 hereof, to perform surveys, inspections, investigations and tests, including, without limitation, signal, topographical, geotechnical, structural and environmental tests, in Licensee's reasonable discretion to determine the physical condition, suitability and feasibility of the Site. Licensor acknowledges that, prior to the Term Commencement Date, Licensee has limited access to, but no control of, any portion of Licensor's Property and that Licensee's access during the Due Diligence Period shall not cause Licensee to be considered an operator of Licensor's Property or the Site for purposes of environmental laws or otherwise.

(b) Notwithstanding the foregoing, either party may provide the other prior written notice at least sixty (60) days prior to the end of the fourth (4th) Renewal Term of such party's desire that the term of this Agreement shall end at the expiration of the fourth (4th) Renewal Term. If neither party provides the other with such notice, then following the fourth (4th) Renewal Term, this Agreement shall continue in full force upon the same covenants, terms and conditions 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 3(c), hereofi If Licensee remains in possession of the Facilities after the termination of this Agreement, then Licensee will be deemed to be a holdover Licensee occupying the Facilities on a holdover month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement; provided that the License Fee 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.

(c) The Initial Term, any Renewal Terms, any Annual Terms and any permitted Holdover Term not objected to by Licensor are collectively referred to as the Term ("Term").

3. License Fee.

(a) Commencing on the earlier to occur of: (a) the first (1st) day of the month following Licensee's commencement of installation of Licensee's Facilities or January 1, 2014 ("License Fee Commencement Date"), Licensee will pay a total annual license fee of Thirty Two Thousand Four Hundred Eight and 00/100 Dollars (\$32,408.00) ("License Fee"), to be paid annually, in advance, partial years to be pro-rated, 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. Notwithstanding anything contained in this Section, Licensee's obligation to remit the License Fee may be suspended at Licensee's discretion until Licensee's receipt of an IRS approved W-9 form setting forth the tax identification number of Licensor or of the person or entity to whom rent checks are to be made payable as directed in writing by Licensor. The Licensee Fee will be sent to the address shown in the Notice Section (Section 6) of this Agreement. Additionally, Licensee shall pay to Licensor, within thirty (30) days after Licensee's receipt of a fully executed written acknowledgement confirming the License Fee Commencement Date, a one time lump sum additional fee of Fifty Thousand Dollars (\$50,000.00) to help defray the costs and expenses incurred by Licensor in conjunction with, inter alia, the legal review and negotiation of this Agreement as well as the professional review and approval of Licensee's plans and specifications attached as Exhibit B hereto.

(b) In the event that any installment of Licensee Fee is not paid to Licensor within fifteen (15) business days after the date of 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 practical, 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.

Notwithstanding Licensee's covenant to pay the Licensee Fee provided in Section 3(a) of (\mathbf{d}) 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 and post-season professional football games, and the Oakland A's no longer use the Property as its

principal home field location for playing regular season and post-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 ceases to use the Property as its principal home field location for playing regular season and post-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 Licensor's property or any other rights conferred to Licensee under this Agreement.

(e) There shall be no additional License Fee or other compensation due to Licensor for any changes to the Facilities, DAS or any portion thereof, unless, Licensee requests Licensor to approve an increase in the size of the Site licensed to Licensee under this Agreement.

(f) In addition, Licensee shall remit to Licensor the payments and reimbursements described in Sections 10 and 10.1 hereof

4. Access/Title and Quiet Possession. Licensor represents and warrants to Licensee and further agrees that: (a) pursuant to the Management Agreement, it is the authorized Licensor of the Property that is owned jointly by the City and the County; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Site, which Licensee is permitted to use; (c) it has the right to enter into this Agreement; (d) the person signing this Agreement has the authority to sign; (e) with exception for police, fire, public health and/or public safety emergency limitations and restrictions on access, Licensor grants Licensee, its employees, agents and contractors non-exclusive access to the Site and DAS, and access to locations throughout the Structure and the Property as reasonably necessary to enable Licensee to test, monitor, maintain and repair Licensee's Facilities, the DAS and the performance thereof in different locations of the Structure as follows: (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 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 Facilities; provided, however, that such control shall not serve to prevent Licensee's use of the Facilities 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 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 Facilities, 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 Facilities, the 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 Site 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 Facilities 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 the 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 by the teams or their respective leagues over which Licensor has no responsibility or control.

5. Assignment/Sublicense. Licensee has the right to sublicense (or otherwise transfer or allow the use of) all or any portion of the Facilities or the Site, or assign its rights under this Agreement with the written 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. Notwithstanding the above, Licensee may assign this Agreement or sublicense the Facilities or the Site, and any of its rights herein, in whole or in part, without the consent of Licensor, the City or the County, to an affiliate, 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. For purposes of this paragraph, "affiliate" means any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, Licensee. "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.

Licensee agrees to provide notice of the foregoing assignment within a reasonable period of time following such assignment. The parties acknowledge that conferring or sublicensing DAS user rights by Licensee to other wireless communication companies is contemplated, and Licensor shall cooperate to reasonably review and approve requests presented by Licensee to Licensor for other wireless communication companies to use the DAS as may be presented by Licensee from time to time during the Term. Licensor will not be entitled to any additional rent or other fees for its review or approval.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Licensee are to be sent to: Licensee Property Services, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, with a mandatory copy to: Licensee Law Department, Mailstop KSOPHT0101-Z2020, 6391 SprInt Parkway, Overland Park, Kansas 66251-2020, Attn.: Real Estate Attorney. Notices to Licensor must be sent to:

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

With a copy to: AEG Management Oakland, LLC Attn: General Manager 7000 Coliseum Way Oakland, CA 94621-1918

7. Improvements. Licensee may, at its expense, make improvements on and to the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Licensor agrees to cooperate

with Licensee with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof.

8. Compliance with Laws. Licensor represents and warrants to Licensee that Licensor's Property (including the Site) and all improvements located thereon are, to the best of its knowledge, in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Licensee will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference.

(a) Where there are existing radio frequency user(s) on the Property as of the Effective Date, Licensor will provide Licensee, upon execution of this Agreement, with a list of all such existing radio frequency user(s) on the Property to allow Licensee to evaluate the potential for Interference (as defined below). Licensee warrants that its use of the Facilities will not cause Interference (as defined herein) with existing radio and television frequency user(s) on the Property as of the date this Agreement is fully executed, provided that such users are operating in compliance within the terms of their respective licenses and all laws. Licensee also covenants and agrees to (i) promptly submit upon completion, Licensee's Facilities DAS communications' configuration, deployment and broadband frequency transmission plans and specifications to the Game Day Frequency Coordinator ("GDFC") of the National Football League ("NFL") for evaluation and comment (but without conferring 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 GDFC of the NFL and any equivalent frequency coordinator for 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 Facilities as connected to the DAS are ready to be "on-air" with regular transmissions (as opposed to intermittent testing), Licensee shall provide at the Structure 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 GDFC, and also on the scheduled date of the NFL game for coordination in attempting to resolve claims of Interference pertaining to Licensee's Facilities. On dates when Events are occurring in the Structure or on the Property, and if Licensor has reasonably and objectively determined that Licensee's Facilities are 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)-357-7641, then thereafter, Licensor shall have the right to require Licensee to power down the Facilities, except for intermittent testing of the Facilities, 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 Facilities 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 13.

(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's Facilities 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's Facilities 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's Facilities 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 niay 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 of 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 Licensee's Facilities or the DAS, or to or from the communications equipment of radio or television frequency users on the Property.

10. Utilities.

(a) Licensee will keep and maintain the Site in good condition, reasonable wear and tear accepted. Licensor will maintain and repair the Property and access thereto and all areas of the Facilities where Licensee does not have exclusive control, in good and leasable condition, subject to reasonable wear and tear and casualty damage accepted.

(b) Licensee will be responsible for paying on a monthly or quarterly basis all utility charges for electricity, telephone service or any other utility used or consumed by Licensee at the Site. Licensee shall use commercially reasonable efforts to secure separate utility service for Licensee's electricity requirements in connection with its operation of the Facilities. In the event Licensee determines that it would be more feasible to temporarily or permanently submeter from existing utility services 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 further agrees to provide the usage data and invoice on forms provided by Licensee and to send such forms to

Sprint Corporation PO Box 183098 Columbus, OH 43218

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) hours per day, seven (7) days 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 interruption. 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 reasonable control of Licensor, of such services to be furnished or supplied by Licensor. Licensee shall be responsible for ordering separate T-1 service or such other telephone service connectivity which Licensee may require from time to time for the use and operation of the Facilities, and maintaining such separate telephone service connectivity during the Term at Licensee's sole expense.

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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 Site or such other location comprising a portion of the Site as Licensee shall have the right to designate for the installation and operation of the Facilities.

(c) As reasonably necessary for the installation and operation of the Facilities and connection to and use 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 a service to Licensee.

10.1. Taxes. 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 property taxes levied upon Licensee's Site and Facilities, whether legally classified as personal property, fixtures or realty. Licensor shall provide Licensee with copies of all assessment notices on or including the Site and/or Facilities 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 Site and/or Facilities 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 Site and/or Facilities. 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.

IL Termination. 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 12 of this Agreement after the applicable cure periods; or

(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 Facilities 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 this Agreement;

(d) by Licensor, effective at any time after October 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 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 the DAS;

(iv) a written notice of termination under this Section 11(d) is delivered to Licensee no sooner than January 1, 2014, 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 11(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 alternative for the relocation of Licensee's Facilities onto a different location on Licensor's Property. All Licensee's costs and expenses incurred to relocate Licensee's Facilities to such suitable relocation alternative shall be borne by Licensee.

In the event that each and all conditions in Section 11(d)(i) through 11(d)(v) have not been satisfied. Licensor's attempted termination of this Agreement under this Section 11(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 occurred properly pursuant to Licensor's termination right contained in the Section 11(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 Facilities, provided that Licensee shall restore or repair any damage to the Site caused by Licensee's removal of the Facilities 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 Facilities within sixty (60) days of the effective date of Termination specified in Section 11(d), the Facilities or portion thereof shall be deemed abandoned and Licensor shall have the right to dispose of it.

12. Default.

(a) The following will be deemed a default by Licensee of this Agreement: (i) non-payment of Licensee Fee if such Licensee 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, Licensee's failure to perform any other term or condition under this Agreement within fortyfive (45) days after receipt of written notice from Licensor of such failure to perform, except that Licensee will not be in default if the failure to perform cannot reasonably be cured within such forty-five (45) day period, or other cure period as expressly provided in this Agreement, and 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 Facilities 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 fortyfive (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 default 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, including, but not limited to, the right to terminate the Agreement.

13. Indemnity.

(a) Licensee agrees to indemnify, defend and hold Licensor, City and County 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, operation, maintenance, repair or removal of the DAS, Licensee's exercise of its license 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, City, County or their respective 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 attorney's fees and court costs) arising directly from the negligence or intentional misconduct of Licensor, City, County, or their respective its employees or agents, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligence or intentional act or omission of Licensee, its employees, agents, assigns or independent contractors.

14. 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 14(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 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 full execution of this Agreement or thereafter throughout the Term for Licensor's acts and omissions related to hazardous substances.

(c) The indemnifications of this Section 14 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 14 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 Facilities or Property unsuitable for Licensee's use, or if Licensee reasonably believes that the leasing or continued leasing of the Facilities would expose Licensee to undue risks of liability to a governmental 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; provided, however, that such adverse environmental condition or matter shall not be one for which Licensee is obligated to indemnify Licensor.

15. Subordination and Non-Disturbance. 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 12(a) above. by specific negotiation only a twenty (20) business day cure period shall be afforded to Licensee to execute and deliver to Licensor an SNDA following Licensee's receipt of written notice of a default for failure to execute a commercially reasonable SNDA which has been validly delivered to Licensee pursuant to the provisions of this Section 15. 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 listed in Section 6 of this Agreement; and (iii) must expressly provide in at least 12 point bold type, "PLEASE TAKE NOTICE: PURSUANT TO SECTION 15 OF THE LICENSE AGREEMENT BETWEEN LICENSOR AND LICENSEE, 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 C, then Licensee hereby covenants and agrees to sign and deliver such an If Licensee has timely presented to Licensor SNDA without requesting substantive changes. commercially reasonable changes to an SNDA which is not substantively similar in all respects to the SNDA attached as Exhibit C, 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.

16. Removal/Restoration. All portions of the Facilities 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 and, at the termination of the Term, shall be removed by Licensee upon Licensor's written demand given within ninety (90) days of such termination. Licensor covenants and agrees that no part of the Facilities constructed, erected or placed at the Site by Licensee will become, or be considered as being affixed to or 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 at the Site 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 Site 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 written consent, not to be unreasonably withheld, conditioned or delayed, Licensee will not be required to remove from the Facilities 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 Facilities from the Site and the Property.

17. Insurance. During the initial Term and all Renewal Terms, 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 and California SDI 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 (\$3,000,000) combined single limit per occurtence, and Five Million (\$5,000,000) 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 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 self-insure 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 Licensor's primary 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. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

18. Maintenance. Licensee will be responsible for repairing and maintaining the Facilities and any other improvements installed by Licensee at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Licensor, its agents, contractors or employees, Licensor will promptly reimburse Licensee for the reasonable costs incurred by Licensee to restore the damaged areas to the condition which existed immediately prior thereto. Licensor will maintain and repair all other portions of Licensor's Property in a proper operating and reasonably safe condition.

19. Warranties. 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 it has the legal 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.

Licensor makes no warranty, 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 Site 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.

(a) This Agreement applies to and binds the heirs, successors, executors, 20. Miscellaneous. administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Facilities are located; (c) Licensor agrees to promptly execute and deliver to Licensee a recordable Memorandum of Agreement in the form of Exhibit D, attached; (d)each party will execute, within 20 days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance; (e) this Agreement (including the Exhibits and Riders) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or

understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and(g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement, or to obtain a declaration of a party's rights and obligations under this Agreement, is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

21. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits and Riders are attached to and made a part of this Agreement: Exhibits A, B, C, D and E.

LICENSOR:

Oakland-Alameda County Coliseum Authority

By: Name: _____ Title:

Taxpayer ID: _____

Contact Phone Number: (510) 569-2121

Contact Phone Number:

LICENSEE:

By:

Name:

Title:

Sprint Spectrum L.P., a Delaware limited partnership

.____

Email address: DEENA MCCLAIN [dgmcclain@gmail.com]

Email address:

Site Name: Oakland Coliseum and Oracle Arena______Site ID #: SF96xc003 & SF96xc004

ACKNOWLEDGMENT AND APPROVAL OF THE CITY AND THE COUNTY APPEAR AS FOLLOWS:

ACKNOWLEDGED AND APPROVED:

CITY OF OAKLAND

By:	
Print Name:	
Its:	
Date:	, 2013

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By:	
Print Name:	
Its:	
Date:	, 2013

ACKNOWLEDGED AND APPROVED:

COUNTY OF ALAMEDA

Ву:	
Print Name:	
Its:	
Date:	, 2013

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By:	
Print Name:	
Its:	
Date:	, 2013

Attach Exhibit A – Legal Description of Licensor's Property Attach Exhibit B – Site Plan

Attach Exhibit B – Sile Plan Attach Exhibit C – SNDA Attach Exhibit D - Memorandum of Agreement Form Attach Exhibit E - Form of Writlen Acknowledgement of Term Commencement Date Attach Exhibit E - Form of Writlen Acknowledgement of Term Commencement Date

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EXHIBIT A TO SITE AGREEMENT

Legal Description of Licensor's Property

The Licensor's Property is located at 7000 Coliseum Way, situated in the City of Oakland, County of Alameda State of California commonly described as follows:

Insert Legal Description:

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 or Wm. P. Toler, et al., vs Jose C. Peralta, administrator, et al.", etc., in the District Court of the Third Judicial District for the State of California in and for the County of Alameda, December 31, 1879, Case No. 5400 said point of beginning being south 50" 33' west 40 feet from the most northern corner of said lot, and running thence along the said 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 line north 42° 50' west 25.04 feet; thence south 50° 33' west 220.52 feet; and thence south 39° 27' east 25.00 feet to the point of beginning.

EXHIBIT B TO SITE AGREEMENT

Site Plan

The Site is described as follows:

Insert Site Plan:

Note: Licensor and Licensee may, at Licensee's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Licensee as provided for in the Agreement. Without limiting the generality of the foregoing:

- 1. The Site may be setback from the boundaries of Licensor's Property as required by the applicable governmental authorities.
- 2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
- 3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Licensee and/or the servicing utility company in compliance with local laws and regulations.

EXHIBIT C TO SITE AGREEMENT Form of SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

_, 2013, by and between, Oakland-Alameda County Coliseum Authority, as to the Agreement dated Licensor, and Sprint Spectrum L.P., as Licensee.

[Pre-approved SNDA Form Appears On Following Pages]

Site Name: Oakland Coliseum & Oracle Arena Sprint Site ID #: SF96xc003 & SF96xc004

Prepared by and Return to: Xxxxxxxxx Attn: _____

Cell Site No. : SF96xc003 & SF96xc004 Cell Site Name: Oakland Coliseum and Oracle Arena DAS Fixed Asset Number: xxxx State: California County: Alameda

EXEMPLAR

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT ("Agreement), dated as of the date below, between ______ having its principal office at ______, (hereinafter called "Mortgagee") and Sprint Spectrum L.P., a Delaware limited liability company, having a mailing address of Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650 (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Licensee has entered into a certain license agreement dated , 201, , (the "License") with 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 its principal office at 7000 Coliseum Way, Oakland, CA 94621-1918 (hereinafter called "Licensor"), covering property more fully described in Exhibit A 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 (\$) Dollars, which Mortgage has been, or will be, recorded in the appropriate public office in and for _____ County, _____; and

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

Law Dept PC Docs 77251 v2

Site Name: ____Oakland Coliseum & Oracle Arena ______Sprint Site ID #: _SF96xc003 &SF96xc004

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.

In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not 2. 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 defaul, 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
- bound by any rent or additional rent which Licensee might have paid for more than the (b) 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.

In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon 4. 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.

PLEASE TAKE NOTICE: PURSUANT TO SECTION 15 OF THE LICENSE AGREEMENT BETWEEN LICENSOR AND LICENSEE, LICENSEE IS GRANTED ONLY THIRTY (30) THIS SUBORDINATION, BUSINESS DAYS TO EXECUTE AND RETURN 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.**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this day of _____, 20___.

LICENSEE:

By:	
Name:	
Title: _	
Date:	

MORTGAGEE:

a		
By:		
Name:		
Title:		

Law Dept PC Docs 77251 v2

Site Name:	Oakland	Coliseum	&	Oracle Arena	
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LICENSEE ACKNOWLEDGMENT

State of California))

County of (

On ______ before me, ______, <u>Notary Public</u>, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

MORTGAGEE ACKNOWLEDGMENT

STATE OF CALIFORNIA)	
)	
COUNTY OF)	

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Site Name: Oakland Coliseum & Oracle Arena

EXHIBIT D TO SITE AGREEMENT

Memorandum of Agreement

This Memorandum of Agreement ("Memorandum") dated ______, 20___, evidences that a Site Agreement (the "Agreement") dated ______, 20____ (the "Effective Date"), was made and entered into 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 Sprint Spectrum, L.P ("Sprint/Nextel" or "Licensee").

The Agreement provides in part that Licensee has the right to enter upon certain real property owned by Licensor and located at 7000 Coliseum Way, City of Oakland, County of Alameda, Slate of California, as further described in the Agreement (the "Facilities") for the purpose of performing investigations and tests and, upon finding the Facilities appropriate, to lease the Facilities for the purpose of installing, operating and maintaining a communications facility and other improvements. The Facilities is further described in Exhibit A attached hereto.

The term of Licensee's license under the Agreement is 5 years commencing on the earlier to occur of: (a) the first (1st) day of the month following Licensee's commencement of installation of Licensee's equipment or (b) January 1, 2014(as defined in the Agreement) or ("Term Commencement Date"), and is subject to 4 renewal terms of 5 years each that may be exercised by Licensee. Following the expiration of the 4th Renewal Term, if exercised by Licensee, the Agreement may be extended by the parties for up to four (4) additional one (1) year terms as set forth in the Agreement. The parties have executed this Memorandum as of the day and year first above written.

LICENSOR Oakland-Alameda County Coliseum Authority	
By:	
Name:	
Title:	
Address:	
Contact Phone Number:	
LICENSEE Sprint Spectrum L.P., a Delaware limited partnership	
Sprint Spectrum L.P., a Delaware limited partnership	
Sprint Spectrum L.P., a Delaware limited partnership By:	
Sprint Spectrum L.P., a Delaware limited partnership By: Name:	
Sprint Spectrum L.P., a Delaware limited partnership By: Name: Title:	

ACKNOWLEDGMENT AND APPROVAL OF THE CITY AND THE COUNTY APPEAR AS FOLLOWS:

ACKNOWLEDGED AND APPROVED:

CITY OF OAKLAND

By:	
Print Name:	
Its:	
Date:	, 2013

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By:	
Print Name:	
Its:	,
Date:	, 2013

ACKNOWLEDGED AND APPROVED:

COUNTY OF ALAMEDA

By:	
Print Name:	
Its:	
Date:	, 2013

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By:	
Print Name:	
Its:	
Date:	, 2013

Attach Exhibit A - Site Description

Site Name:	Oakland	Coliseum &	& Oracle	Arena
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LICENSOR NOTARY BLOCK:

STATE OF

COUNTY OF

	, 20 , by (choose one)	as an individual,
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	,`a	corporation, on behalf of the corporation agent on behalf of, a
, <u>, , , , , , , , , , , , , , , , , , </u>	, partner or a	agent on behalf of, a,
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LICENSEE NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing ins	trument was <i>(choose one)</i> attested or ackno	owledged before me this day
of	, 20, by (choose one)	as an individual, 🗌
	, as	of
	, a	corporation, on behalf of the corporation,
or 🗌	, partner or agent on b	ehalf of, a
F	partnership.	· · · ·

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE) NOTARY PUBLIC STATE OP

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

EXHIBIT E

Form of Written Acknowledgement of Term Commencement Date

TERM COMMENCEMENT DATE ACKNOWLEDGEMENT

Licensor:	
Licensee:	I
License Agreement Date:	
Site:	
The Term Commencement Date of the Agreement is hereby established as, 20	
Licensor:	

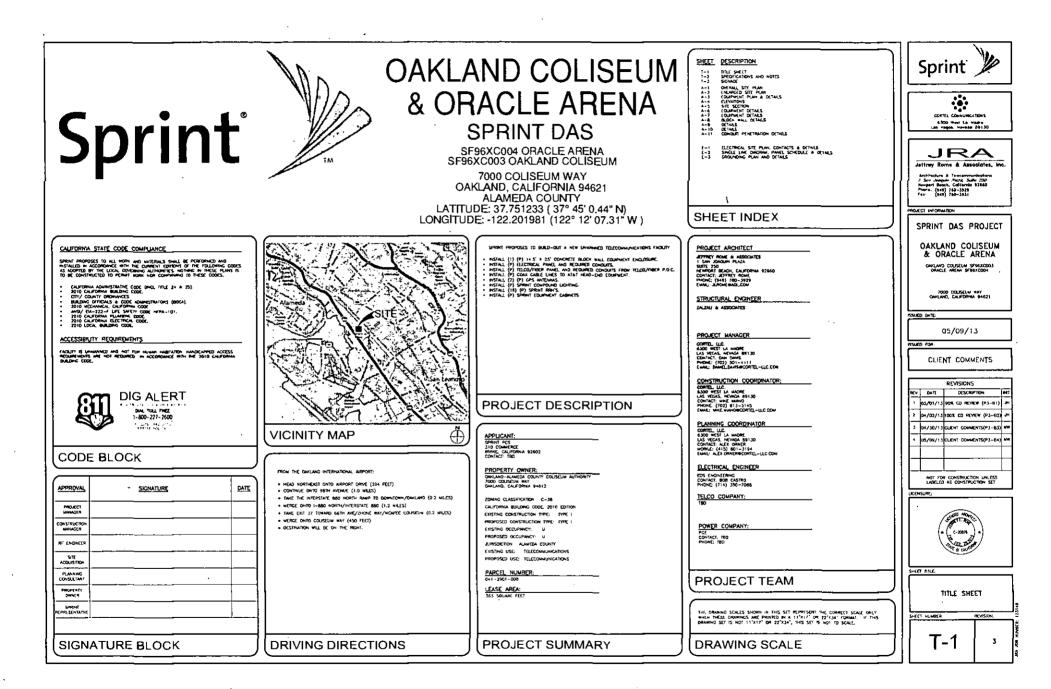
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Date Signed:

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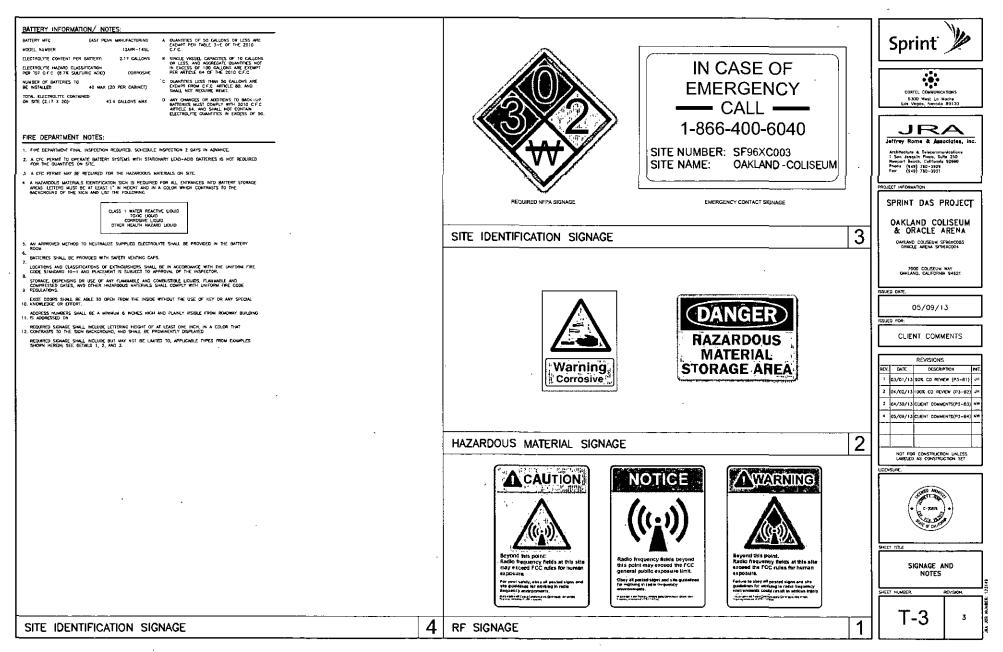
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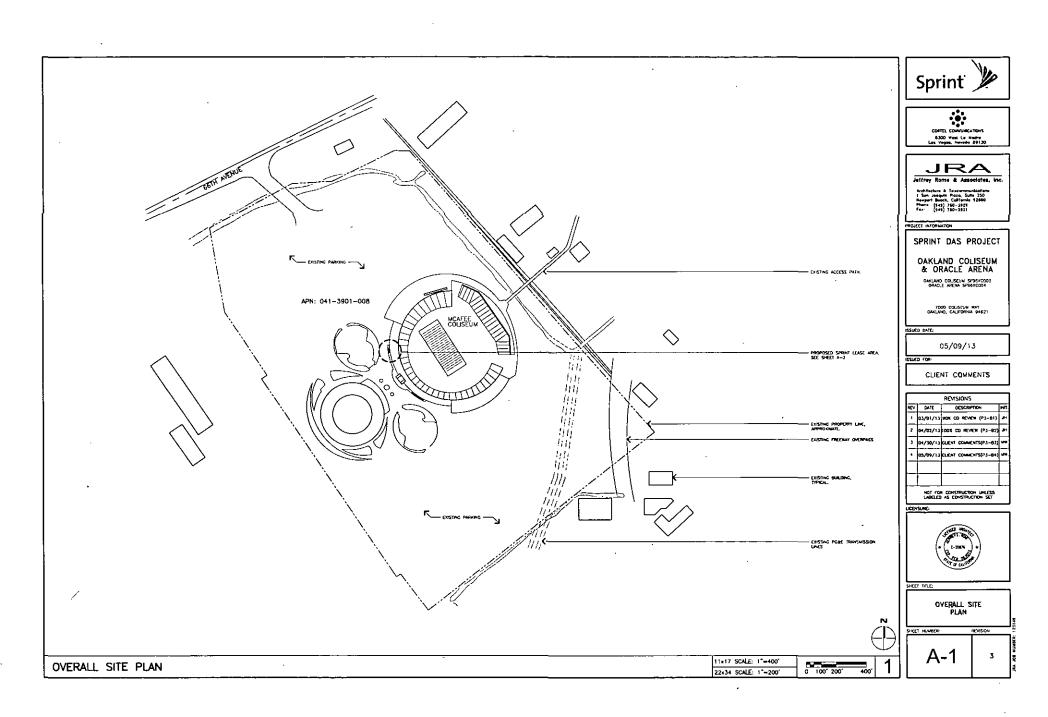
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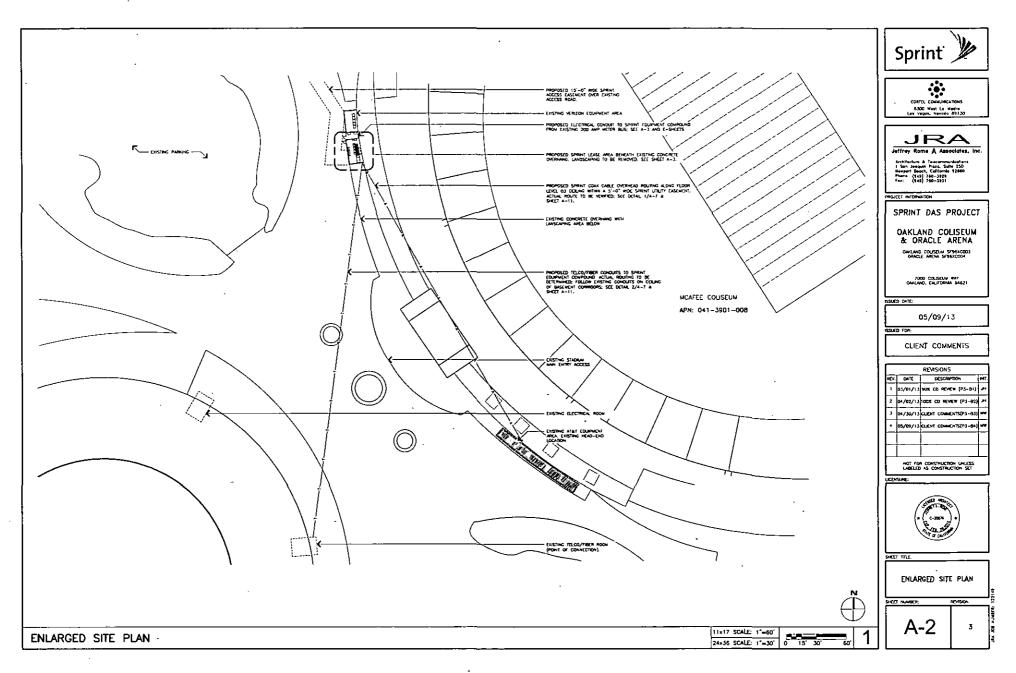


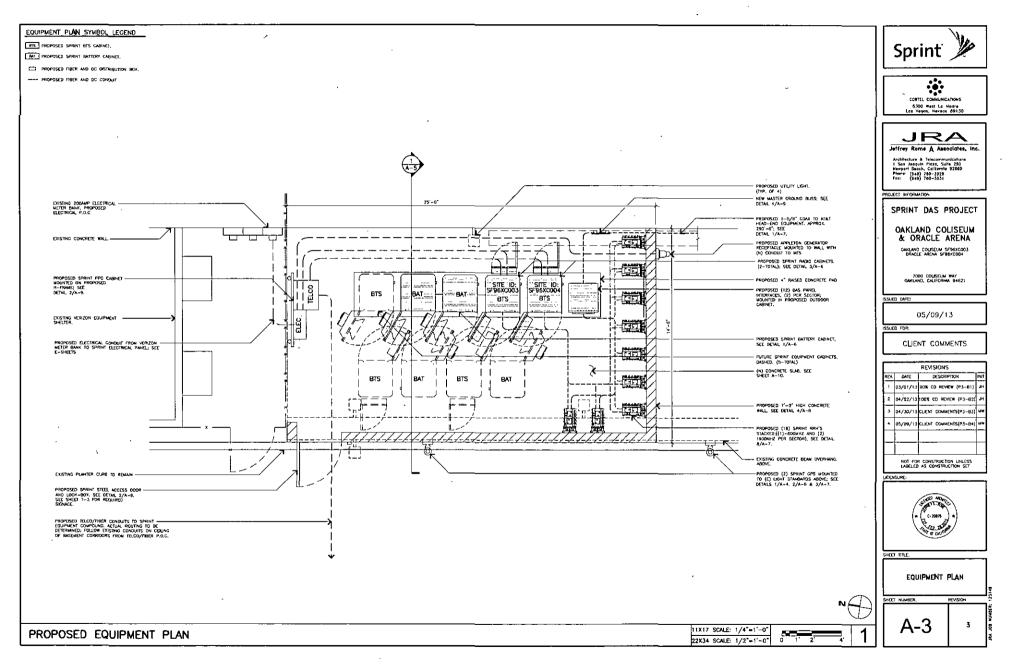
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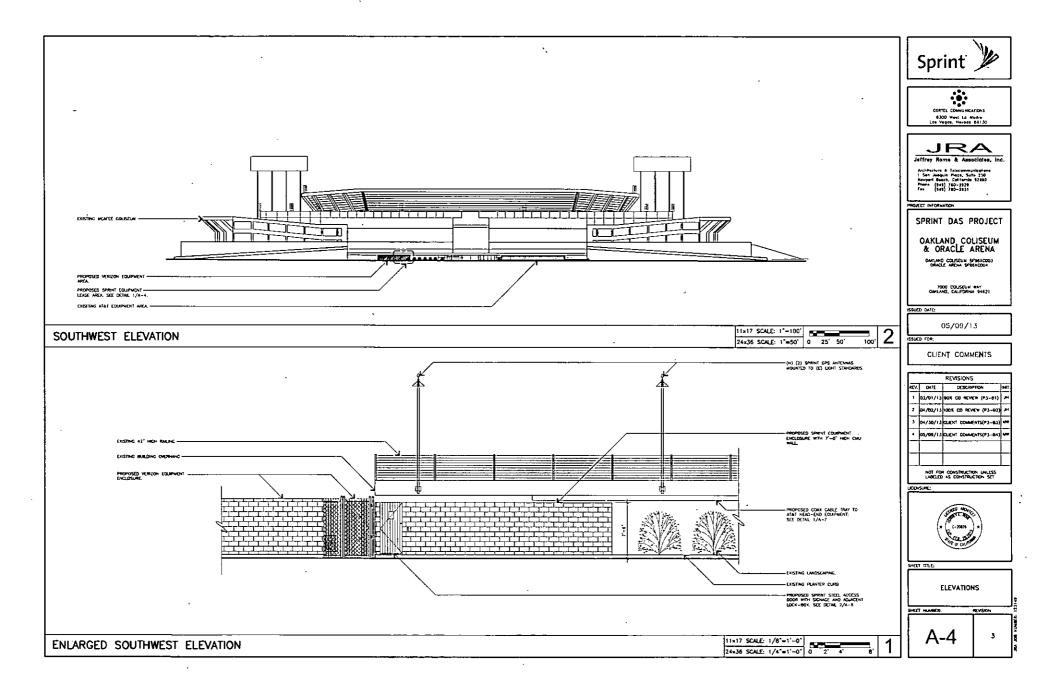
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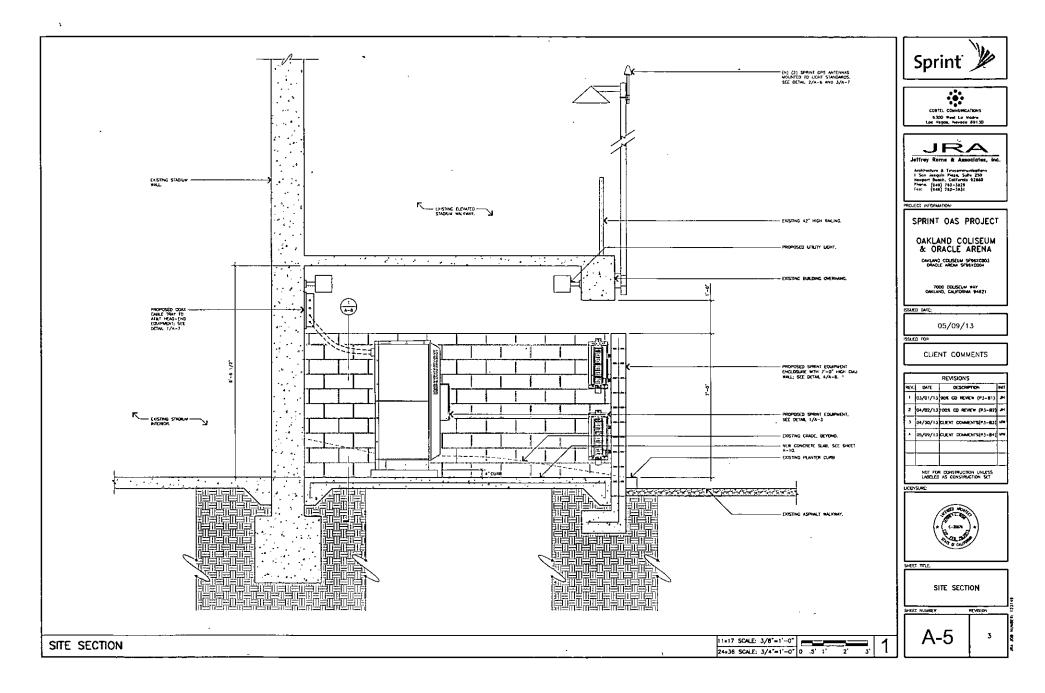


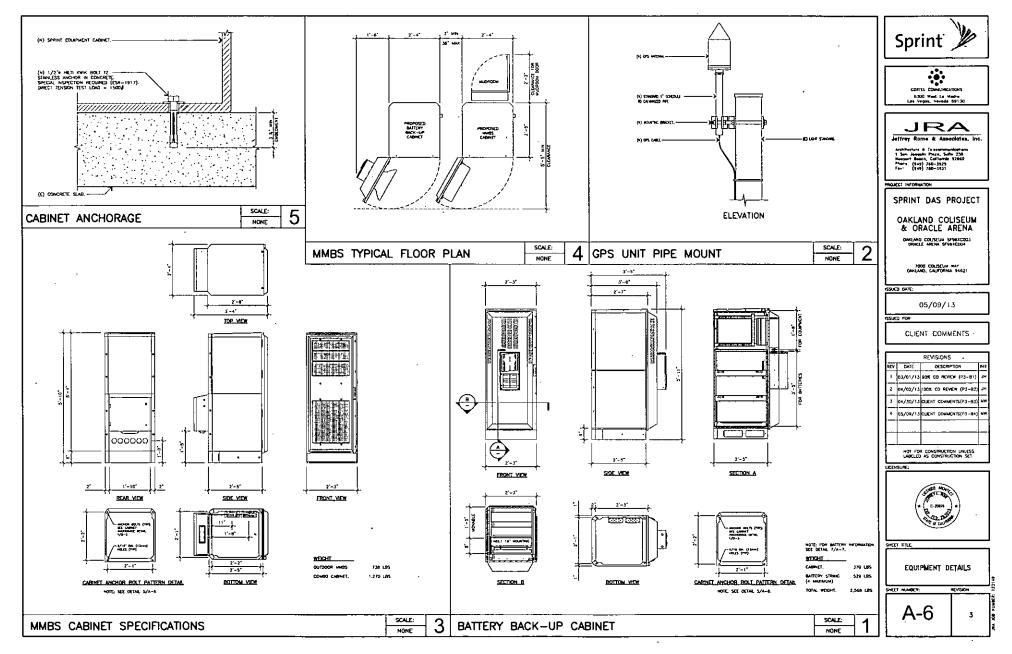
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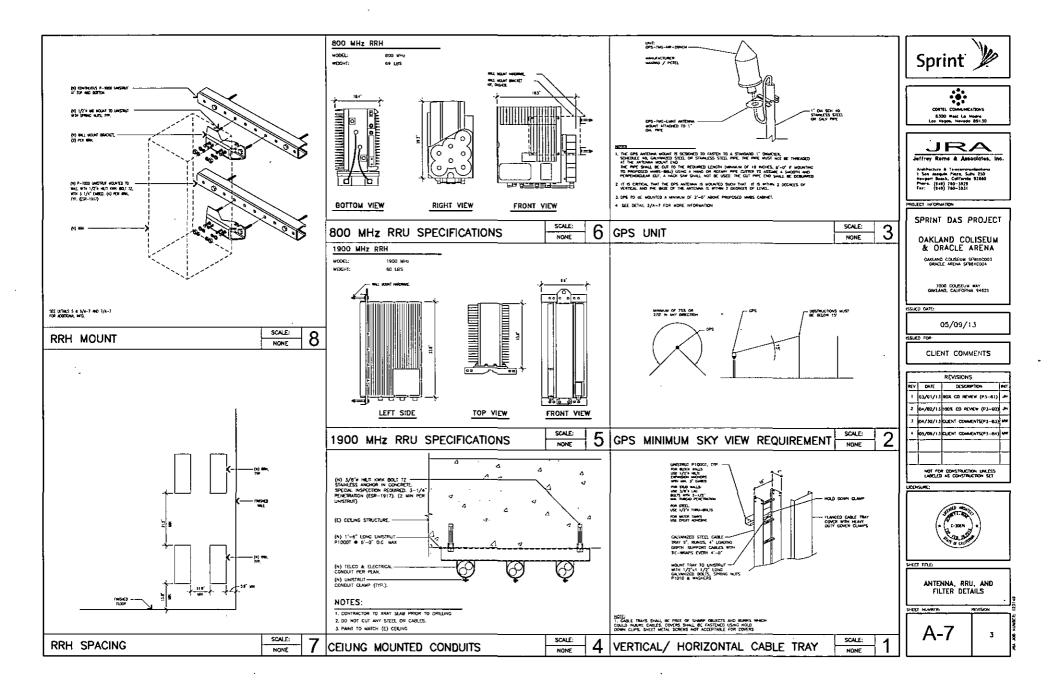


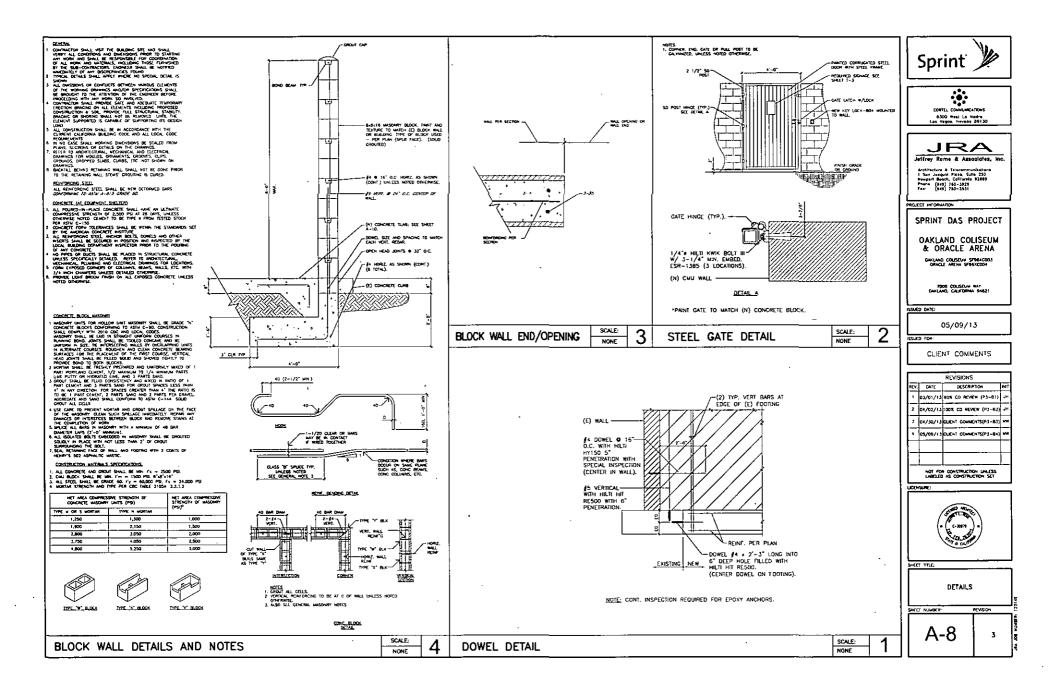


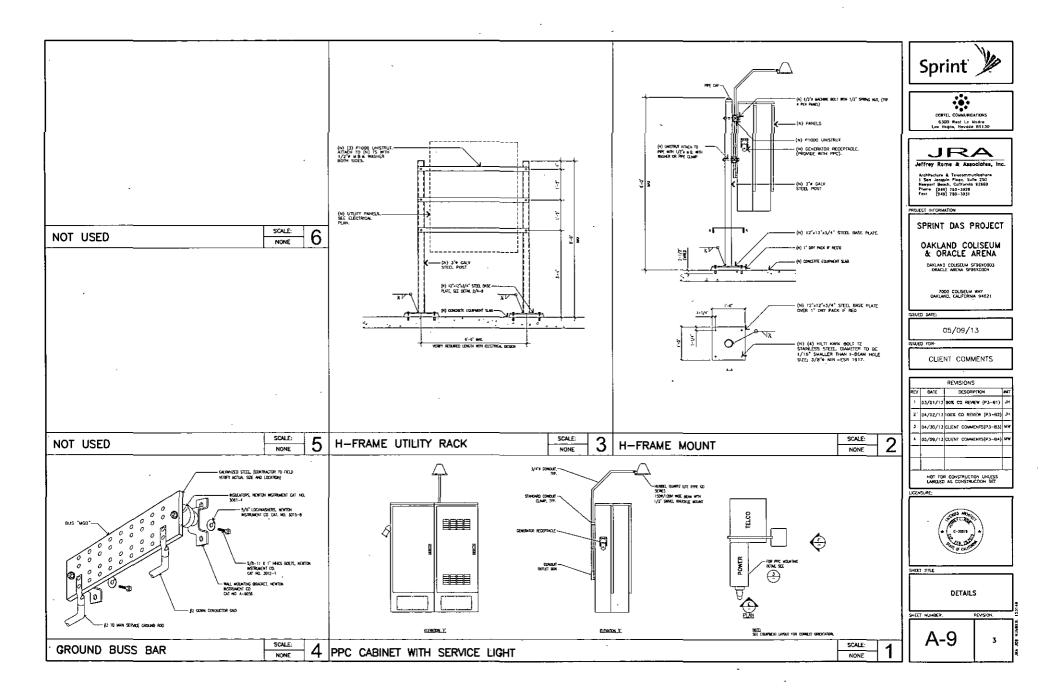


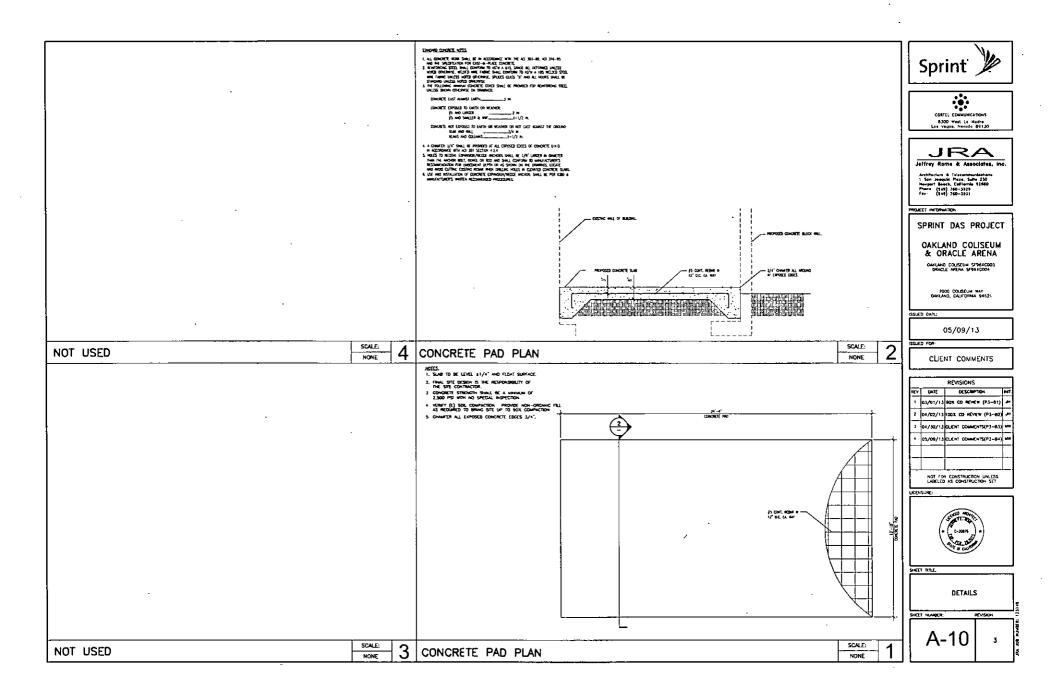


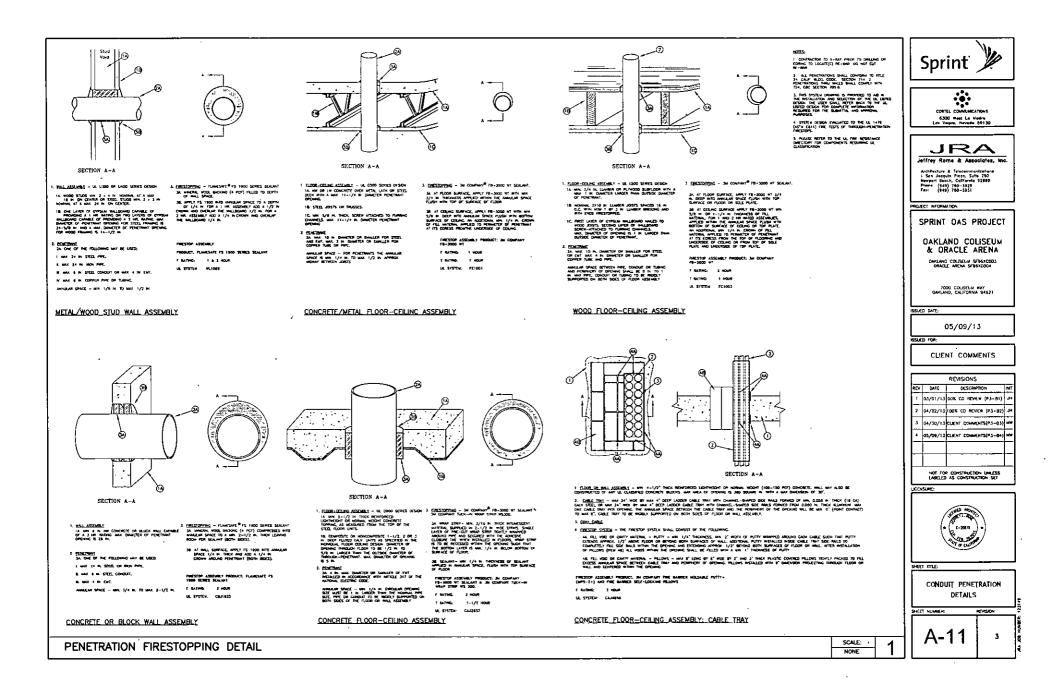








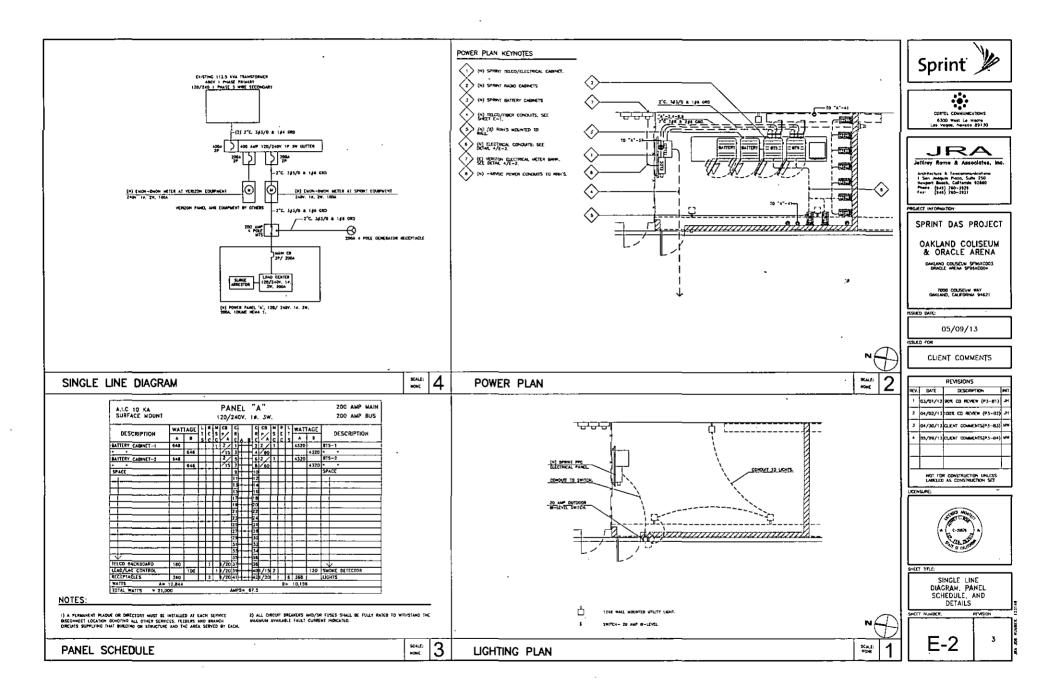


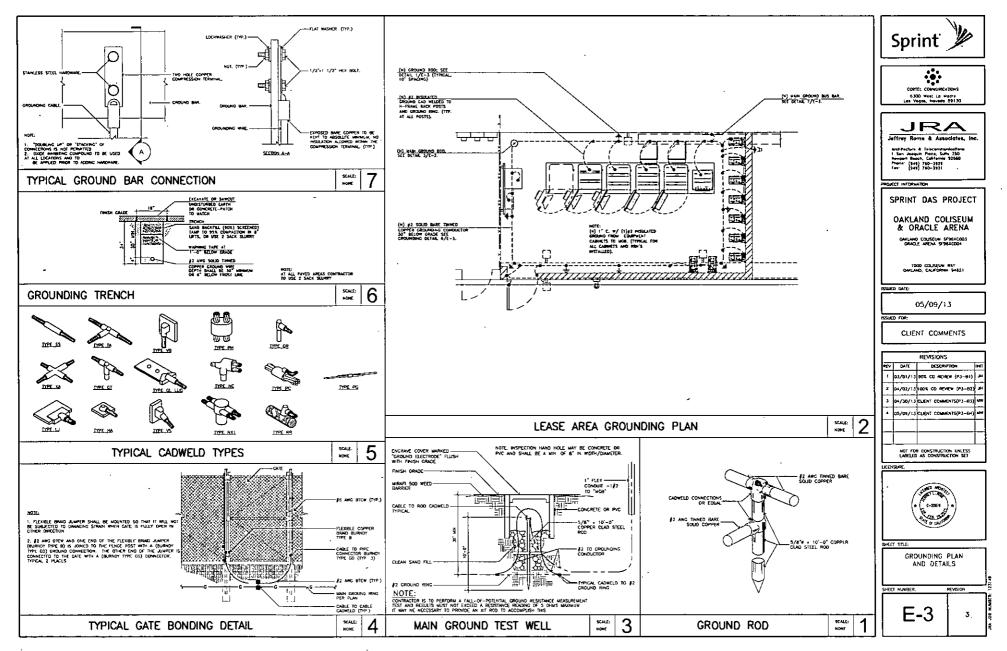


GENERAL AND TELCO NOTES:	70 IELCO SAUCE BOILS: TELCO SAUCE BOILS WILL BE SUED BY SERVING IELDANDAE, URLITY OCTARS WILL BE MOMODED BY INTERCOMMENT ENGINEER Of BY SERVING TELEPHONE URLITY.		
 CODES MEL RECEILARDING: THE INFROME ELECTRICAL CODE AND MPECHALE RECEILA, STATE, COUNTY, MO MUNICIPAL BULDING (CODES, ORDINANCE, MULLS and RECULATIONS OF ALTINOMERS INVING ARESOCTION ONES THE CONSTRUCTION OF THE PROJECT, SMULL APPLY THROUGHDUT, 	 ACCEPTANCE. BEFORE ACCEPTANCE OF THE HORK, INSPECT THE BURLING IN THE PRESSINCE OF THE OWNER AND OCHONSTRATE THAT ELECTRICAL SYSTEMS ARE IN ORFARTING CONSTRUM SATERYT ID THE OWNER. 		Sprint 🎾
2. PORMTS, FEES AND INSPECTIONS. ARRANGE AND PAY FOR REQUIRED ELECTRICAL BUILDING PORMTS, FEES AND INSPECTIONS	22. CUTTING AND PARCHING: CUTTING AND PARCHING OF CONSTRUCTION RECURRED FOR MADDER INSTRULATION OF HIS WORK IS THE RESPONSEDUTT OF THIS CONTRACTOR AND CUTTING OF HIS TRUCTURAL EXAMPLES SHALL BE DONE WITHOUT PRIOR ARMINON, OF THE STRUCTURAL ENGINEER.	C-Setts	
J CUMMINITIE: WITHLIND UNLI BE CUMMINITIO FOR A MONOO O' OLE INAN INDU INE ONLY ON INNU. ACCUMUNE, DISTORTE AUTOMIC EDUPARTI ON INFORM ROMANNASH SINLI BE COMECTED INVEDUITS! TO INSTRUCTION OF ING OMERA, J. ATTENTION INFO TASIS AND AND AND AND AND AND AND AND AND AND	WTHOUT PHOA ADMICING, OF THE STRUCTURE ENGINEER. 23. LOCATION HID ARRANGEMENTS. DRAINING NOTICE DUCAMANTICALLY, DE OSSING LOCATION OF CANANTONICI, RITURES, OUTERS, CE. NOS ARE NOT TO BE SCALED. PROMPA ADDRIVENT, RITURES, OUTERS, CE. NOS ARE NOT TO INSURE THE EST POSSING ASSULLATION INSURE THE EST POSSING ASSULLATION.		CONTEL CONVUNEATIONS
CONTRACTOR FOR THE WORK, 4 CHANGES: NO ADDITIONAL COSTS FOR LABOR OF WATERIALS WILL BE	24 FIRE RATED AREAS FIRE STOPPING REQUIRED WHEN OPENINGS ARE WARE IN FIRE RATED GARRERS.		6300 West La Hadra Las Yagos, Nevado 89130
4 CHARGES: NO ADDITIONAL COSTS FOR LARDE DIR MATCHAS WILL OF ALLOWED FOR CHARGES ON MODIFICATIONS MORE INLESS FORM WRITTEN APPROVAL IS OBTIANED FROM THE ARCHITECT, EXCINETA, OR DWINER IN THE FORM OF A CHARGE ONDER 5. PROJECT WORK: TO INCLUDE THE FLEWISHING OF LARDE 10005.	 25 PARALLEL CONDUCTORS: IT IS IMPERATIVE THAT PARALLEL CONDUCTORS BE OF EQUAL UNKITHS AND MUST BE TESTED IN THE PRESENCE OF THE ELECTRICAL INSPECTION TO INSULE PHASE CONTINUTY. 	PROPOSED SPRINT COAX CABLE	JRA
5. PROJECT WORK; TO INCLUDE THE FURNISHING OF LABOR, TOOLS, EDUIPMENT, AND MATERIALS AS RECORED TO INSTALL COMPLETE AND IN OPERATING CONDITION, THE ELECTRICAL SYSTEM SHOWN OR IMPLIED ON THESE DRAININGS	26 EXTERIOR EQUIPMENT. ELECTRICAL DEVICES, EQUIPMENT, CONDUSTS, CONNECTORS, ETC., LOCATED GUISSIDE THE BUILDING ENVELOPE SHALL BE WEATHERROOG.		Jeffrey Home & Associates, Inc.
 DRAWINGS: ELECTRICAL DRAWINGS ARE DIADRAMMATIC IN NATURE, CONDUIT ROUTING IS SHOWN AS A GUDE ONLY, ACTUAL CONDUIT PLACEMENT IS TO BE DEAR IN A PROFESSIONAL MANNER 	27. EQUIPMENT LOCATIONS. LOCATION OF EQUIPMENT SHALL BE FIELD VERIFIED		Architecture & Telesonimunicaliane 1 Son Jaaquin Piezo, Suite 250 Hemport Bench, California 92880
7 DISCREPANCIES. DISCREPANCIES ON THESE PLANS, SPECIFICATIONS, CODES, ETC. WUST BE AMEDIATLY BROUCHT TO THE ATTENTION OF THE ENGINEER	28 EQUIPMENT REQLEREMENTS FIELD VERSITY WITH EQUIPMENT NAMEFRATE, CARUIT AREANDR, FLEE, AND FEEDOR SIZES FOR EDUIPMENT INSTALLED, AND HISLING THAT THE INSTALLATION COMPULTS		Piceta (848) 210-3929 For: (848) 780-3931
B SURVEY AND CONDITIONS: VISIT THE JOB SITE PRIOR TO SUBJITTING BO AND LAKE A SUBJECT OF EXISTING CONTITIONS WHICH MAY EFFECT THE WORK TO BE PREFORMED. NO DYNETI ALLOWANCES WILL BE GIVEN FOR SITE CONDITIONS.	29 OROMONC OROMONIC OF THE LECTREME COUPNENT AND SYSTEM SHALL WE IN ACCOMMANCE WITH DETACS ON THESE PARKS AND ARTICLE 23D OF THE MUTDANE LECTREME LOCE AND ISON CODES OF DROMONCES TELCO BONDING AND GROUNDINO:		SPRINT DAS PROJECT
6. LOOPERATION CODEFERTE ATTH DITETE CONTRACTORS AND LIBECHTRACTORS ON STEL ARRANCE AND EXECUTE POPER IN SUCH A MANNER AS REQUERD FOR THE SATISATIONED AND LIFECTURE CONSTRUCTION OF THIS PROAFLY BY ALL TRADES CONCERNED.	IS AND SOLID DOMENTS INSULATED CREDUND WHE (24" COLLD IN TELECO SCIENCE (BOS) WITH BOODICE CLAMPS IN FLACE, THEI TUDE-ONE CREDUND WHITH RE SOURCE TO ME TOME CORONID WHE (CREUND WHE) SCIENCE CLAMPICE MUSSI BE BONCED TO ME TUDE-ONE CARLIND WHE, MY DASTROOM RECOMPOSE TUDE-ONE CARLIND WHE (SCIENCE)		OAKLAND COLISEUM & ORACLE ARENA
10. TESTS AND REMORTS FEEDORS SHALL BE WEGGERD TESTED AND TEST REPORT SHALL BE PROVOED TO THE OWNER BEFORE THAL ACCEPTANCE	In the interconnect prover	$ \rangle \rangle \rangle \rangle \langle \rangle \rangle \langle \rangle \rangle \langle \rangle \rangle \rangle \langle \rangle \rangle \rangle \langle \langle \rangle \langle \rangle \rangle \langle \rangle \rangle \langle \rangle \langle \rangle \rangle \langle \rangle \rangle \langle \rangle \rangle \langle \rangle \langle \rangle \langle \rangle \rangle \langle \rangle \langle \rangle \langle \rangle \rangle \langle \rangle \langle \rangle \rangle \langle \rangle \langle \rangle \langle \rangle \rangle \langle \rangle \langle \rangle \langle \rangle \langle \rangle \rangle \langle \rangle $	GAVLAND COLISEUN STREACODS
 AS BULTS: OLD THREAL CONTINUETOR SIMIL PROVIDE AS-BULTS TO THE ARCHTECT AT THE COMPLETION OF THE PROJECT. MITTERS AND SUPERIMPERED. PROVES INTERNAL MET AND DE 	F TULDHONE STENDE TO BE HOUNTED ON A BECHEVING (NO TOLO BOX RANCE) A BUCK BAR BUCK TO E PLACED HOU A (6 SOLD COPER BOX ALTED CROWED BONDED TO THE HER COMUNT AND A 24" COM (197		DRACLE ARENA SPREXCOON
12. WITCHALS AND WORKWARSHIP. PROMOE WATCHALS NOW AND OF SPECIFICATION CARDE WITH ULL LABELS. WORKWARSHIP SHALL BE IN ACCORDANCE WITH THE GEST PRACTICES OF THE TRACE NESTALED BY ADMENDIAN CLICTORIANS WHICH THE DIRECT SUPERVISION OF A COMPETENT	GROUNDING NOTES		TODO COLISCIAN WAT OMILAND, CALIFURNA MARZI
1. CONCERT SYSTEM. AND STELL HEAVY-BALL CONDUCT, INCLUDING COURTINGS, LOCK-MUTS, BROSHIDS, INFORTS, AND OTHER TITINGS SMALL BE NOT COMPTLO CAMMADYTE SYSTEMACIZET DI 27-ACC COMPTLO INTERCEME	 BROND ANTONA ANSS, TANKS, CARLE RIAS, AND DINKE WEALLS COMPANYS VSHIG \$2 CHOMO WHES NO CONVECT TO SUMMER WALLED COMPANY AND SHOPT RELIDE ANTONIA AND ITS WANKER RES REALERS TO REALERS UNDERFOLUE SHALL BE BOODD IDCENTER. 	- MORPORED TILLOUTIERS CONCUTS TO MARKET COMPARY CONCUTS TO MARKET CO	: ISSUED DATE:
HETALLE THERE (BAT), INCLUDING COLORINGS, CONNECTORS, AND OTHER FILTINGS SHALL BE CALIMATED OR SHERMOLED PITTINGS FOR EVEL SHALL BE OF THE COMMENSION FYRE, ALL COMPLETS RESTAULD	2. CROLING CONNECTIONS SHALL BE #2 AND U.O.H. WRE SHALL BE COPPER THHN/THIN CROLING WIRE SHALL BE TH COATED OR CREEN INSULATED	SECTION 2/1-1 & Section 2/1-1	05/09/13
 B MANY I, YORD DYNAMIO 2010 ML M (MADOD WAYS STREEL B MANY I, HOLD DYNAMIO 2010 ML MOST COUNTY THE LO STREEM SYSTEM (MADON TOWER MOST COUNTY THE LO STREEM ML Y MANNA 3/0, MOX MAT MOST ML PRO PROVIDENT A MANNA 3/0, MOX MAT MOST ML PROVIDENT A MANNA 3/0, MOX MAT MOST ML PRO PROVIDENT A MANNA 3/0, MOX MAT MOST MAT MOST MAT A MANNA 3/0, MOX MAT MOST MAT MOS	3 CONTRACTOR IS 10 PORTOR A FALL-OF-POTENTIAL DROUND RESISTANCE VEXSIONED TEST AND RESISTS MUST NOT EXOCED A RESISTANCE READING OF 5 ONLY MAXIMUM PROVIDE SUPPLIANT REQUIRING ON THROUGH TO A DRUGGE TO A DRUGGE THE SPECIFIED ONLY READING. CONTINUETOR SHALL PROVIDE CADALONG AND DIMER OPTIONAL TESTIME AS IDERCIFIED AND TO BE INTENSISTED FOR A PRIS REPRESENTANCE.		CLIENT COMMENTS
 MINIMUM IT BOD CALVANEDD STELL IN EXPOSED AREAS SUBJECT ID WEATHER DR PRYSICLE, DWIACE, METALIC TUBICS (KT): RODORS NINATAN IT ELECTRICAL METALIC TUBICS (CAT): RODORS NINATAN IT ELECTRICAL VEATHER/INFORMATIONS 	4 HORIZONTALLY RUN DROUNDING DONORCIDES SHALL BE INSTALLED A MINIMUM 30 BELDW GRADE IN TRENCH, U.D.N., AND BACK FILL SHALL BE COMPACTED AS REQUIRED		
 C. Manutari I. ELECTINGL. RELIALCE (DURING (EN)) INCOMESTIONS C. Manutari I. (DUCID DORT TEXES FOR YCARAPIRADO'S CONDUCTIONS J. (DURINGENIA CONDUCTS SMALL BE SCHEDULE 40 PVC WITH SCHEDULE ID GENOS, AND WISSINS FOV CONCUTS SMALL CONTAINS A EQUIDA WITH FOR INC. (SMALL SSC-94 	BY ANDHIECT. 5 GROUND CONDUCTOR'S SHALL BE MUN AS STRNICHT AND SHORT AS POSSIBLE, WITH A MINIMUM I'S BENDRIC RADUS NOT LESS THAN 90 DEGREES	EXSING TLLCO/THEA POON	REVISIONS REV DATE DESCRIPTION RET 1 03/01/13 90% CA. REVEY (#3-Bt) JH
L. UTUT PRASE AN'S EPER LOCAL UNITY RECOMMENDATIONS SELCO EDMONT SHALL BE AS FOLLOWS MUMUNU 2' DIANCTER DUCT OF APPROVED WATERAL (SEE ABOVE) MUMUNU 2' DIANCTER DUCT OF APPROVED WATERAL (SEE ABOVE)	6. ALL SUPPORT STRUCTURES, DARLE SHANNEL WAYS, OR WIRE GUIDES SHALL BE BONDI TO ORDUND SYSTEM AT A POWE NEAROST THE MAN COUNRIDING BUS "MOT AN ANYTHING 16 THINKED COMPLE CONDUCTOR NAU COUNRIDING BUS "MOTE AN ANYTHING 16 THINKED COMPLEX CONDUCTOR NAU COUNRIDING BUS "MOTE ANYTHING BUS INTERCENT ANY		2 04/02/13 100% CD 95/64 (P3-92) JH
14. IN LINE TALL BOYES, WINNING DUENSIONS 21" (LONG, 6" WOE, 8" 6" LE(P. PERTRED, DUENSIONS 20" (LONG, 4" WOE, 8" 6" 400, PAUL BOYES SHALL NOT BE USED FOR NO DEGREF TRANSITIONS UNLESS 10" 6" BOHED WADRIS CALL BE UNMITABLE D MAYMAN OF 200 TEEL PORTONIA, BETMETH PULL BOYES, a. MANUAN OF 200 TEEL PORTONIA, BETMETH PULL BOYES, a. MANUAN OF 200 TEEL PORTONIA, BETMETH PULL BOYES, a. MANUAN OF 200 THE SHALL MAKES DOT 10 "TWES CONAUT DUANTING BUENCH CONDUCT TRANS SHALL MAKES ADVISED TO THE CONTONIANT OF A MANUAN OF 200 THES SHALL MAKES ADVIS BOYES TO THE CONTON BUENCH CONDUCT TRANS SHALL MAKES ADVIS BOYES TO THE CONTON BUENCH CONDUCT TRANS SHALL MAKES ADVIS BOYES TO THE CONTON BUENCH CONDUCT TRANS SHALL MAKES ADVIS BOYES TO THE CONTON BUENCH CONDUCT TRANS SHALL MAKES ADVIS BOYES TO THE THE ADVIS BOYES ADVIS ADVIS ADVIS ADVIS BOYES ADVIS ADVIS BOYES TO THE ADVIS BOYES ADVIS ADVIS A	 Acceptable connections for carmonics system small be arbumon, in-carbo ull usite connectors (inclinanca, connectors) acdomed. Distanting: entry of entry connectors, (inclinanca, connectors) charo (1)-indle thing copper connectors) connectors) 	ARCA (FASTING HEAD-END LICATION	3 04/30/13 С.L.(.N1 Сомискит5(РЭ-ӨЗ) чи 4 03/09/13 С.L.(.N1 Сомискит5(РЭ-ӨЗ) чи
 VENTOL CONDUCT NUKS SHALL HAVE & PULL BOX EVENT TOO FET. FLECTHICAL ELBOWS OF CONDUCTS SHALL NOT BE USED AS PULL BOXES. 	B CRIMPED CONNECTIONS SHALL HAVE EMBOSSED MANUFACTURER'S DIEMAAH VISIBLE AF Trê CRIMP.		
	9. CROWNS CONNECTION'S SHALL BE BURNISHED AND SHALL HAVE A COATING OF "KOPEL-SHULD" OR "NO-03-40" APPLIED TO THE CONNECTION		NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET
 בוכם העוב פטוב איני דער שיני איני ביי או ביי או דער איני ביי או ביי או ביי או ביי או ביי או ביי איני ביי או ביי או ביי או ביי או ביי איני ביי גו ביי איני ביי גו ביי ו ביי גו ביי גו גו ביי גו ביי גו	ia, cround and small be installed 24° kinning betond my building drip line. TRENCHING: NOTES:		ucovane:
	I, WHALLE CONDRACE OF OLICT ON PHYARE PROPERTY LANDER PREPARED SURFACE SHALL BE IS ON AS SPECIFIED BY PERMITTING OWNER/ADENT.		
ACREATED. THE NUMBER OF WRES IN A CONDUCT ARE INDICATED BY MEANS OF CROSS MARKS (INTURAL BEING LONGRE) WHERE THREE OR WORE WRES ARE INTELESSING RETER TO HET TABLE IN FOR COMPUTE THREE OR BODY WIES	2. UNHULU COMPACE OF QUET ON INTERNE PROPERTY LANDCH DIRT SUPERACE SHALL BE 24" OF AS SPECIFICO OF PERMITTING OWNER/ACCIVI.	▼	
NORCATED	3 UNNULVE COMPARED OF DUCT IN PUBLIC RECHT OF WAT SHALL BE JO" BELOW CUTTER CRADE OF AS SPECTRED BY PUBLICITIES COMPARIZATION. A UNNULVE STRABILITY IN COMPACT TO PUBLIC STRATE POWER AND A UNIVERSITY STRABILITY IN COMPACT TO PUBLIC STRATE POWER AND		
AT ON SWALLER WIRE SHALL BE 75C MITED SOUD COPPER, WITH HANK/THAN AND HALLATON (8 AND LARGER SHALL BE 75C RATED STRANDED COPPER, WITH HANY/THAN AND RESULTED TO ANTO STRANDED COPPER, WITH HANY/THAN AND RESULTED TO	 MINNUM SCHARTON IN SHARED TRENCH SHALL BE 12' BETHESH POWER AND TELEPHONE. ABBREVIATIONS AND SYMBOLS: 	_ ELECTRICAL SITE PLAN	SHEET ITLE
17. FUSES: FUSE THE SHALL BE CLASS C TYPE "UN' FAST ACTING RATED FOR 100H WITH DOWN STREAM DEVISES.	A MATCH CONTRACT WOR WAS ROUND BUT NEW MATCH CONTRACT BODY CONTRACT BUT MATCH CONTRA		ELECTRICAL SITE
18. SCHOOL COLUMNCY: VOINTY WITH THE SERVICE UTLINT THAT THE SCHOOL COUPAGET PROPOSED WETTS THEOR ACCURATING AND IS AND FOR THE WATAGET HORT OPERATION TO ANY AND A SUBJECT SHOP DATAMAS IF IRCOMENTED COUPAGET WAY BE SCHOOL THAT AND ADDRESS AND IRCOMENTED ANY AND ACCOUNTS.	C.O. COMMUT DAY, (HITH: MULL HAVE) TO DAY THE AND THE DAY BUT C. COMMUT DAY (HITH: MULL HAVE) TO DAY RCS INDER CALIMATED STOLL INCOMMUNE DAY (STALING F HAVE (ALIMATED STOLL AND DAY DAY DAY DAY DAY DAY DAY DAY DAY DA	PARL POYER, SERVEL. NOT: RECEIVEL, REVIEW INFO 2004 120/240 JM 10 2004 120/240 JM 10 AD SPECIAL REVIEW INFO AD SPECIAL RE	PLAN, CONTACTS, AND NOTES
	PH PHASE - CROUND HAR CROUND HOD CRO CROUND - CONNECTION	TELCO SERVICE_REQ D: SAVETY SYSTEMS OF THE BUILDING.	SHEET MUMBER: REVISION
19. ID.DHORE SURVE L'HINNEL PROVE AND INTAL TELEPHONE D'HINNE CONDUITS PER PER PROJECT MUNICIP AND CONDINATE PROMPT SEINCE LEDENDON	BUT BARE COMPLET THE CALL SETTION THE CALL OUT PUSES CLASS C UNTER CALL SETTION	A CONTROTO	E-1 3
GENERAL	NUIES	CONTACTS NONE 1	

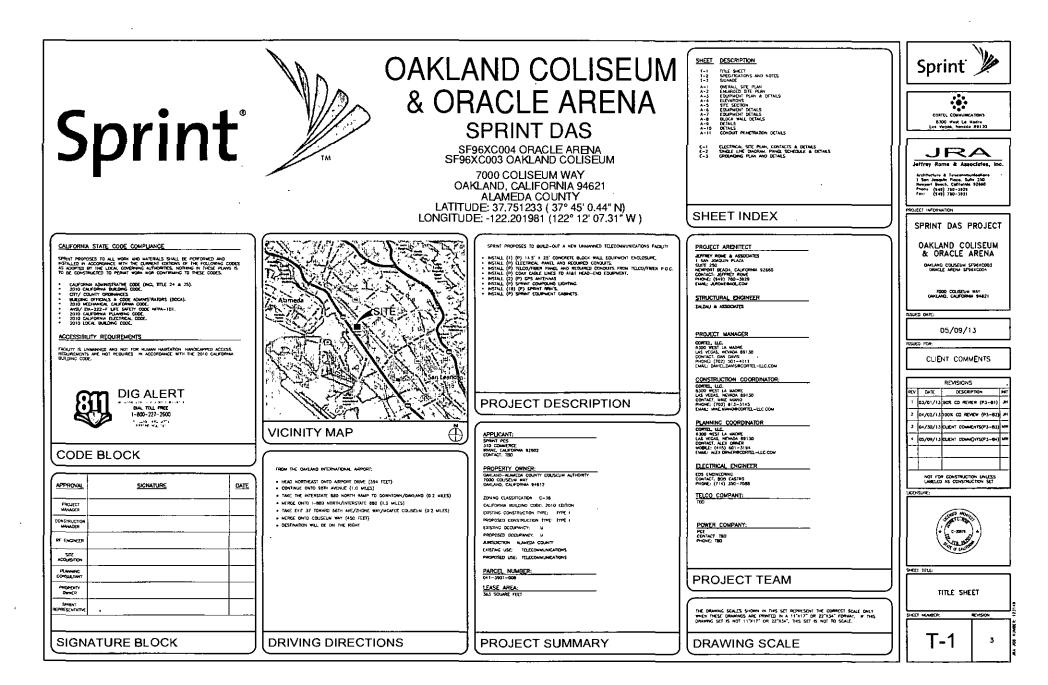
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GENERAL	GUIDELINES	PAINTING NOTES & SPECIFICATIONS	STRUCTURAL SPE	CIFICATIONS	Vie
1. THE LATEST EDITION OF THE AMERICAN INSTITUTE OF ANOMETERS DOCUMENT A201 "CO-MAN, CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" ARE INCLUDED IN THESE SPECIFICATIONS AS IF COMPLETELY REPRODUCED HEREIN 2. THE EXCITUTE & MILITARY DECIDED OF CONSTRUCTIONS OF MILITARY	SPRINT, AND THE OTY OR GOVERNING AGENCY.	A CENERAL	A. GENERAL PROCEDENCE: UNLESS OTHERWISE SHOWN OR SPECIFIED, THE FOLLOWING CENTRU, NOT'S SHULL APPLY INFORMATION ON THESE ORAMINGS SHULL HAVE THE FOLLOWING PRECODENCE.	7. MIXING: PREPARATION OF CONCRETE SHALL CONFORM TO ASTM C-94. NO MORE THAN 30 MINUTES SHALL CLAPSE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT UNLESS APPROVED BY A TESTING AGENCY.	Sprint 🎾
2 Init SRUTT 5 AN UNCOMPOP OF TELEDOMAINTATION STE AN 5 COMPT THE OBSERVED ACCESS TRANSMITH, ST. 3 PRIOR TO THE SIMPLEY OF BRG, RE COMPARING STANDARD, ST. COMPARING AND THE STANDARD STANDARD STANDARD, ST. COMPARING AND STANDARD STANDARD STANDARD STANDARD, ST. ST. THE STANDARD STANDARD STANDARD STANDARD STANDARD ST. THE STANDARD STANDARD STANDARD STANDARD STANDARD ST. THE STANDARD STANDARD STANDARD STANDARD STANDARD STANDARD ST. ST. ST. ST. ST. ST. ST. ST. ST. ST.	21. DIE DANDAL COMPACTOR IS DESPASSAGE FOR RELAVIO DIE CONSTRUCTION DOGLAMMET DE LLISSTATE DE 42-SHELLE CONSTRUCTION DOGLAMMET DE LLISSTATE DE 42-SHELLE SUIDING ACCEST, DIES SUILLE DOMLE DOGLAMISS SUILLE SUIDING ACCEST DIE SUILLE CONSTRUCTION DANAGES HERVOLGE TO DIE SIMILIE CONSTRUCTION DANAGES DIE LISST ERDONG OF ALL PERINTED JAAR ANVOLTE PLANS	2 CONTRACTOR SINLL PREPARE ALL SUBARDES AND APPLY ALL INVENES PER LATEST EDITION OF MANUFACTURER'S SPECIFICATIONS S COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS RECARDING SUFFICIENT DWINK THE BETWEEN COATS WITH PROMISIONS AS RECOMMENCED BY MANUFACTURER FOR EXISTING WRITTEN INSTRUCTIONS COMPLY AND ADDRESS FOR EXISTING WRITTEN INSTRUCTIONS AND ADDRESS FOR EXISTING WRITTEN INSTRUCTIONS AND ADDRESS ADDRESS FOR EXISTING WRITTEN INSTRUCTIONS ADDRESS ADDRESS FOR EXISTENCE ADDRESS FOR EXISTING WRITTEN INSTRUCTIONS ADDRESS FOR EXISTENCE ADDRESS FOR EXISTENCE ADDRESS FOR EXISTENCE ADDRESS FOR EXISTENCE ADDRESS FOR EXISTENCE ADDRESS FOR EXISTENCE ADDRESS FO	A ALL DIMENSIONS TO TWE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS MID DETAILS 8 NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GOMERAL NOTES AND TPICAL DETAILS.	8 SEORGATION OF AGORECATES' CONCRETE SHALL NOT BE FLOPPED THRENCH RENFORCING STELL SIN WALLS, COLLIANS, CASSON, AND DROP CAPITALS) 50 AS TO CAUSE SECRECATION OF ACORECATES. USE HOPPERS, CHIETS, TRUMKS OR PUMP HOSE 50 THAT THE FREE UNCOMPARED FALL OF CONCRETE SHALL NOT EXCEED 5 FT.	*
With THE SHREET CONSTRUCTION AND COMPARED DOCUMENTS AND SPECE COMPARED THAT THE PRODUCT CAN BE ACCOMPLISHED AS SHOWN PROOF TO PROCEEDING WITH CONSTRUCTION SHOULD ANY ERRORS, OWISSION, OR ONSCREMENCES BE FOUND. THE GENERAL CONTAINETOR SHALL INVESTMENT MOTIFY SHRIFT CONSTRUCTION MANAGER AND THE ARCHITECT IN WRITHING	22 THE LISTER EXAMPLE TO ALL PERMITTED AND AMPROVED PLANS IMPERATIONES TO DES FORLIES ENANL DE RETT IM A FUH DES MO SVALL NIT DE USED DES WOMENES ALL CONSTRUCTION SVEL SVALL RETLET DE SUME INFORMATION DE CONFIDENCION SVALL AUS AMPRIAN IN CODO COMMITMON, ONE COMPLETE SET OF PLANS INTO ALL RESTORMS, ADORCHAN AND COMPLEX DESTES ON THE COMPLETE DESTENSION, ADORCHAN AND COMPLEX DESTES ON THE COMPLETE DESTENSION, ADORCHAN AND COMPLEX DESTES ON THE COMPLETE DESTENSION, ADORCHAN COMPLEX DESTES ON THE COMPLETE DESTENSION, ADORCHAN COMPLEX DESTES ON THE COMPLETE DESTENSION, ADORCHAN COMPLEX DESTES ON THE COMPLEX DESTENSION ADORCHANCE DESTES ON THE COMPLEX DESTENSION ADORCHANCE DESTES ON THE COMPLEX DESTENSION ADORCHANCE DESTES ON THE COMPLEX DESTENSION ADORCHANCE DESTES ON THE COMPLEX DESTES DESTES DESTES ON THE COMPLEX DESTES	4 FINSH COLOR AND TEXTURE OF ALL PANNED SURFACES SHALL MATCH EXISTING ADJACENT SURFACES UNLESS OTHERWISE NOTED 5 ALL PAINT MATERIAL, DATA SHEETS SHALL BE PROMIDED TO THE	C. WATERIAL NOTES AND SPECIFICATIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE SPECIFICATIONS	9 SPLICES OF REINFORCING STEEL SHALL BE LAPPED A MINIMUM OF 30 DIAMETERS AND SECURELY WIRED TOCETHER SPLICES OF ADJACENT REINFORCING BARS SHALL BE STAGGERED WHEREVER POSSIBLE	CONTEL COMMUNICATIONS 5300 West Lo Madre Law Vegas, Nevade 89130
WORE COSTLY OR EXTENSIVE WORK IN THE BID, UNLESS SPECIFICALLY	THE JOB SUPERINTENDENT.	 ALL FAILT MALENAL DATA SPECIES GARLE DE FRUTIERE 10 THE SPRIT CONSTRUCTION MANAGER. PREPARE PREVIDUSLY PARIED SURFACE BY LICHT SANDRO WITH 400 GRIT SANDRAFER AND NON-HIDRICAREDN MASH. REPERE CALVANEED SURFACES BY ACD EFFL OR SOLVERT LICHANG IN ACCOMPARE WITH SEPT-SPI. 	2. OTHER TRADES SEE THE ARCHITECTURAL DRAWINGS FOR ALL DWENSIONS MOT SHORM 3. CRIERAL DETAILS AND NOTES ON THESE SHEETS SHALL APPLY UNLYSS SPECIFICALLY SHORM OR NOTED DIMERNISE.	10 REAR CLEARANCE, MINIMUM COVERAGE FOR JOISTS, BEAMS, GIPDERS AND COLLIMNS SHALL BE TO FACE OF STIRRUPS OR TIES UNLESS OTHERWISE NOTED, CONCRETE COVERAGE FOR REINFORCING BARS TO FACE OF BAR SHALL BE AS FOLLOWS	JRA
CONSECT ALL PROBLEY SHAR RESULT. CONSECT ALL PROBLEY SHAR RESULT. DARAWES SHALL HAN BE SCALLED. MEST DRAWNS ARE INTENDED ID BE DARAWES SCALL AND DEAL DRAWNES HARE RESECTED AT SHALL DRAWNES SCALL AND DEAL DRAWNS SHELTDRAL FOR THE DRAWNES HAR HARENAL, DIR REGOL ANY CONSTRUCTION UNTE, HER DRAWNES HARENAL DRAWNES SHELTDRAL HAREN HAREN HER DRAWNES HARENAL DRAWNES SHELTDRAL HAREN HAREN HER DRAWNES HARENAL DRAWNES SHELTDRAL HAREN HAREN HAREN HER DRAWNES HARENAL DRAWNES SHELTDRAL HAREN H	2) THE CONTINUED SHALL REFLECT ALL REPERTING AND INSTITUTIONS AND ADDRESS A	BY ACO ETCH OR SOLVENT CLEANING IN ACCORDINCE WITH SSPC-SP1. 7 FURNISH DROP CLOTHES, SHELDS, MASKING AND PROTECTIVE NETHOOS TO PROVENT SPRAY OR DROPPINGS FROM DAMAGING ACLACENT SURFACES AND FACUTES	CONSTRUCTION DETAILS NOT FULLY SHOWN OR NOTED SHALL BE SIMILAR TO DETAILS SHOWN FOR SIMILAR CONDITIONS	A. CONCRETE IN CONTACT WITH EARTH, UNFORMED 3 B. CONCRETE IN CONTACT WITH EARTH, FORMED 2" C. WALL, EXTERIOR FACE 1-1/2"	Jeffrey Rome & Associates, Inc.
SOLLE DRAMMOS DOMINATION SMALL CHECK ACCURACY OF ALL DIMENSIONS IN THE FIELD UNLIESS PREFICALLY MOTED, DO NOT TABRICATE MY MATERIALS, ON BECH ANY CONSTRUCTION UNTLY THE ACCURACY OF DRAMING DIMENSIONS HAS BEEN VERIFIED ACANSI ACTUAL FIELD DIMENSIONS.	24 THE DENERAL CONTRACTOR MUST PERFORM WORK DURING	B APPLY PAINT BY AIRLESS SPRAY, SANDING LIGHTLY BETWEEN EACH SUCCEEDING Examel Coat on Flat Sumpaces, Apply Material to Achieve a Coating No thening than the DRY FRM THICKNESS INDICATED	4. SHORING' IT SMALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL ALL TEMPORATY BACKING AND SHORING TO INSURE THE SAFTY OF THE WARK UNTIL IT IS IN IT'S COMPLETED FORM THIS INCLUDES UNDERPINNING EXISTING FOOTINGS WHERE APPLICARE.	D. WALL INTERIOR FACE 1 E. STRUCTURAL SLABS 3/4" F. JOISTS 3/4" O. BEAMS, CIRDERS & COLUMNS 1-1/2"	1 San Jaaquin Piaza. Sulte 250 Newport Beach, California 92880 Phone (943) 260–3929 Fas: (949) 760–3931
5. THE CONTRACTOR SHALL INCLUDE IN HIS OR MER BID ALL MATERIALS, EQUIPMENT, APPURTEMANCES AND LABOR NECESSARY TO COMPLETE THE WORK AS INDICATED OR IMPLED BY THESE ORAMINGS	PROPERTY OWNER'S PRETERED HOURS TO WOOD DEVELOPTION OF NORMAL ACTIVITY. 25. ALL EXPOSED NETAL SHALL BE HOT-OFFED CALVANIZED.	9 APPLY BLOCK PLIFER TO CONCRETE BLOCK CONSTRUCTION AT A RATE TO ENSURE COMPLETE CONCRACE WITH PORES COMPLETELY FILLED 10. CONTRACTOR SHALL CORRECT RUNS, SACS, MISSES AND OTHER DEFECTS	 SAFETY, THESE STRUCTURAL DRAWINGS REPRESENT THE FINISHED STRUCTURE, UNLESS OTHERWISE INDICATED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. 	11. PENETRATIONS NO SLEEVES OR CHASES SHALL BE PLACED IN BEAMS, SLASS, WALLS AND COLLIANS, EXCEPT THOSE SHOWN ON THE PLANS, CONTRACTOR SHALL OBTAIN PRICE APPROVAL FOR	
Contraction Swall, notify the Seniar Constitution working, the Provestry towned and the Architect is and Detrads are consequed by the International Contract, employees the and and the International International Contract, and the International Architecture International Contract, and the International Theory Architecture International Contract Contractions and Architecture International Contract Contract, and Architecture International Contract Contract, and Seniar Architecture International Contract Contract Contract, and Seniar Architecture International Contract Contract Contract Architecture International Contract Contract Contract Architecture International Contract Contract Contract Architecture International Contract Contract Contract Architecture International Contract Contract Architecture International Contract Contract Contract Contract Contract Architecture International Contract Cont	26 SZU, ALL PENETRADONS THROUGH PRE-RATED AREAS WITH UL LISTED OR FIRE MARSHALL APPROVED MATERIALS IF AND WHERE APPLICARE TO THIS FACILITY WID PROJECT STE 27. PREMOR A PORTHREE FIRE EXTINGUISHER WITH A RATING OF NOT	10. CONTRACTOR SHULL CORRECT RUNS, SACS, WESES AND OWER DEFECTS WICLING'S INDECOLUTE CONVERCE AS DRECTID IT THE SHIFT CONSTRUCTION WANGER, REPART AS NECESSARY TO ADHERE SUB-RACES WHICH ARE SMOOTH, EXCIC, COALED WITH LANDRIN SHEEN AND FREE FROM BILLINSHES. B FANITING SCOPE	6. WATERPROOFING WATERPROOFING AND DRAINAGE, DETAILS AND SPECIFICATIONS, ALTHOUGH SOMETHINGS SHORM ON STRUCTURAL DRAWING ARE OF GENERAL INFORMATION PURPOSES ONLY. WATERPROOFING AND DRAWINDE ARE SOLLY THE DESIGN	RESTALATIONS OF ANY ADDITIONAL SLEEVES OR CHASES ALL PLUMBING, ELECTRICAL AND MECHANICAL OPENINGS SHALL BE SLEEVES CORING IS NOT ALLOWED UMLESS PRICE APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER	SPRINT DAS PROJECT
INTENDED TO SHOW THE TWO RESULT OF THE DESKIN WINCH WOORKATIKAS WAR BE RECOMBED TO SUIT JOB CONDITIONS, AND SHALL BE INCLUED AS PART OF THE WORK. 7 EXISTING FEWTONS TO BE JOINT SHUL BE VIEWED BY	24. PROVIDE & PARTIEL THE EXTREMENT ATT A REFORMENT OF ANY LESS THAN PARTIES THE EXTREMENT AND A REFORMED OF ANY ALL PORTONS OF THE PROJECT ANEX CONSTRUCTION 28. LECTRICAL POWER SYSTEM SHALL BE GROUNDED PER NEC ANTICLES 200 AND BID	9 PAINING SLOPE I PAINT THE FOLLOWING NATERIALS AND SYSTEMS CHECKED BELOW WITH THE CONTING SYSTEM INDICATED.	RESPONSIBILITY OF THE ARCHITECT. 8. STEEL	12. ENBEDDED IF MS CONDUT PLACED IN A CONCRETE SLAB SHALL NOT HAVE AN OUTSIDE DUMETER CREATER THAN 1/4 THE THICKNESS OF THE SLAB CONDUT SHALL, NOT BE ENBEDDED IN A SLAB THAT IS LESS THAN 3-1/2" THICK, UNLESS SLAB IS LOCALLY THICKNED, INVINUAN CLEAR DISTANCE BOTWEEN CONDUTS SHALL BE SK WORES.	OAKLAND COLISEUM & ORACLE ARENA
THE CONTRACTOR BEFORE CONSTRUCTION IF THEY DIFFER FROM INDOSE SHOWN ON THE PLANS, THE CONTRACTOR SMALL NOTIFY THE SPINIT CONSTRUCTION MANAGER AND THE ARCHITECT SO THAT MODIFICATION S CAN BE MADE BEFORE PROCEEDING WITH THE WORK.	29 ALL NEW OPENINGS IN THE EXTERIOR ENVELOPE OF CONDITIONED SPACES SUCH AS AT WALL AND ROOF PENETRATIONS SHALL BE CAURLED OR SEALED TO LIMIT INFUTRATION OF AIR AND WORSTURE.			NINIAAN CLEAR DISTANCE BETWEEN CONDUITS SHALL BE SIX INCHES. 13 ANCHORING, ALL ANCHOR BOLTS, REINFORCING STEEL, DEWELS, INSERTS, ETC, SHALL BE WELL, SECURED IN POSITION PRIOR TO PLACING CONCRETE, NO REPOSITIONING DURING CONCRETE POUR	OAKLANO COLISEUM SF36XC003 ORACLE ARENA SF16XC004
LOCATIONS WITH SPRINT CONSTRUCTION MANAGER PRIOR TO	30 UPON COMPLETION OF CONSTRUCTION, SPRINT CONSTRUCTION MANAGER SHALL CONDUCT & WALK-THRU WITH PROPERTY DIMENS OR REPORTS SHALL OF PROPERTY DIMER 31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANITAINING ALL		2. ALL BUCKS SHALL CONVOKING ASIM A-307 UNLESS CHREMINSE NOTED ON PLANS HICH STRENGTH BOLTS SHALL CONFORM TO ASTW A-325 3. STEEL PIPE COLUMNS SHALL BE GRADE "B" CONFORMING TO ASTM	IS ALLOWED 14. CURING: SLABS SHALL BE SPRAYED WITH A CURING COMPOUND IMMEDIATELY AFTER FINISHING COMPOUNDS USED ON COMORTER WHERE THE OF FLOOR COMPOUNDS USED ON	7000 COUSEUM WAY OAKLAND, CALIFORNIA 94521
CONSIDERED CONSTRUCTION STANDARDS IF THE CONTRACTOR HAS CUESDIDNS RECARDING THEIR EXACT MEANING, THE SPRINT CONSTRUCTION MAINLESS AND THE ARCHITELT SHALL BE MOTHER FOR	51. The contractor small, be espendence for manytained all system domenth in a class working order until acceptance of the project by sprent. 32 Instal, all four-field and backgroups PCR the latest edition of the unargardiners' manytailaring spectrations unless	C. COATING STREAM SPECIFICATIONS 1. DTM ACCPULC DUATING STREAM SPECIFICATIONS 1. DTM ACCPULC DUATING STREAM SPECIFICATIONS	AS3 4. STEEL TUBING SHALL BE GRADE "B" CONFORMING TO ASTM ASOD.	TO THE COMORETE SURFACE SHALL BE APPROADD BY THE TILE OP FLOOR COMERING NANUFACTUREP. KEEP SLAB WET FOR 7 DAY WININUM PERIOD	ISSUED DATE.
CLARIFICATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK	OF THE WHUTACTURET'S INSTALLARDS SPECIFICATIONS UNLESS SPECIFICAL TOROPHING INNEATED, OR INHERE LOCAL CODES OR REDULATION TAKE PRESEDENCE. S3 NOTIFY SPIRINT PRIOR TO MY RF OR SITE CONCERNS 1-666-400-6040.	COAT APPLIED IN THIS COATS OVER DTW BONDING PRIMEH (BRAASS). 2 100% ACRYLIC, LATER COATING EDUIVMENT TO A-100 (SCRIES A-82) BY BHERWIN WILLIAKS CO. 1 MIL OFT PER COAT APPLIED IN THIS COATS OVER SPECIFIED PRIMER	5 ALL WEDDING SHALL BE DONE OF THE SHIELDED ARC WETHOD. ALL WEDDERS SHALL BE PROPERLY CULAIFED AND BE PRE-APPROVED. SUPPLIES WETAL SHALL BE DRESSED OF TO SMOOTH, EVEN SUPFACES WERDE WEDDS ARE NOT EXPOSED TO VIEW. ALL WEDDING SHALL COMPLY WITH THE LATERT A WES SPECIFICATIONS.	 Consolidation All, concrete shall be norared as it is being placed with electrically operated vorating equipment d timber 	05/09/13 ISSUED FOR.
IN THE CONTRACTOR SHALL PROVIDE CONTRACTS SUPERVISION WHILE ANY SUBCONTRACTORS ON MORKING ARE IN THE SITE AND SHALL SUPERVISE AND DRICT ALL WORK, USING ARE RETS TRALL AND ATTENTION HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION HEMAS, INTRACOS, ITCHNOLOGE, MICCOLOGE, MAY SOLUTION, WITHOUS A	ROOFING & WATERPROOFING NOTES	PAINT & PRIMER D. ANTENNAS PRIMER - KEM ACUA (61-14525	6 THE FOLLOWING WELDING EQUIPMENT MUST BE USED A 250 AMP WELDERS. B ROD OWENS	1. ALL FRAMING LUNGEP FOR 4X AND LARGER BEAMS SHALL BE NO. 1 GRADE DOUGLAS FIR., S45, LAKESS NGTED OTHERWISE ON THE DRAMINGS.	CLIENT COMMENTS
PONTIONS OF THE WORK UNDER THE CONTRACT. 12. WORKSAMSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRACE INVESTIGATION AND SAN LAREET OF PROFINENT THE POLICIPANC MINIMUM	I, CONTRACTOR SURLE CONTACT BUILDING OWNER TO DETERMINE IF ROO' IS UNDER MURDANT, CONTINUETOR SURLE CLAUDANTEE THAT ANY AND ALL NEW ROOMS UTORK WEITS THE SPECTORIZION OF ANY EXISTING ROOTING MURDANTES SUCH THAT THE WHIMMAN'T IS NOT MUCE INVALID AS a ROSULT OF THIS TOOLS IF IT SO EXTERNOL THAT THE	TOPCOAT - COROTHUNE II 8654/200/960/22 ~ 6TS CABINET PRIMER - Ken Acka Egi-W525 Topcoat - Corothune II 9654/200/960/22	C. GRINDERS 7. NO BUZZ BOXES SHALL BE USED. 8. ALL STRUCTURAL STEEL SHALL WE CRETERCATED MILL	2. ALL FRAMING LUNGER FOR 2X PARTIES AND JUSTS SUILL BE NO.2 GRADE DOUGLAS TH, 545, UHLESS NOTED OTHERWISE ON DRAWINGS STRIPPING, BLOCKING, BACOTING AND OTHER NON-STRUCTURAL LUNGER SHALL BE NO. 2 OF STANADAG & BTR 2X4 STUD WALL SHALL BE OF. STANADAG & BTR	REVISIONS REV. OATE DESCRIPTION INT
REDERINGE STANDARDS FOR QUALITY AND PROFESSIONAL CONSTRUCTION PRACTICE. INCA. INTERNE REDERING CONTRACTORS ASSOCIATION DUALE INTERNATIONAL CONTRA- TO235 M. INFOCOS ROAD, SUITE 600 ROSSIMONT. & GODIE	As a result of this force \$ it is delevanted that the, another so demands for another in whereas a start and other psoberparcy is found, the contractor shall analysing the another the application of the sound for an analysis and another women ultimately. The contractor shall be responsed for complying with the observation, for analysing and activity defined nots.	CONKIL, JUMPER CARLES CONKIL, JUMPER CARLES PARER - AS REQUEED FOR ACHESION, APPLY ONE COAT OF KEM ACMM WHITE REDUCTIVE POWER CONKIDS REDUCED 25% TOPCILT - 2 COXIS CORTINUE & POWER CONKID CONKID TOPCILT - 2 COXIS CORTINUE & POWER CONKID CONKID TOPCILT - 2 COXIS CORTINUE (POWER CONKID)	A. ALL STRUCTURAL STEEL SHALL WALL CERTIFICATION MILL CERTIFICATION SHALL BE KEPT ON THE JOB SITE FOR EXAMINATION BY THE DESION ENGINEER AND THE CITY INSPECTOR. ALL HIGH STREAMTH BOLTS SHALL HAVE MILL CERTIFICATION MILL CERTIFICATION SHALL BE KEPT ON THE JOB SITE FOR	4 ALL BEAMS, JOISTS AND RAFTERS SHALL BE INSTALLED WITH CROWN SIDE UP	1 03/01/13 90% CD REVIEW (P3-B1) JH 2 04/02/13 100% CD REVIEW (P3-B2) JH
SMACKA SHEET METAL AND AIR CONDITIONING CONTRACTORS	COMPTING WITH THE DISGINGL INCO MANUTACTURER'S SPECIFICATIONS. 2. CONTRACTOR SHALL USE METHODS AND MATERIALS SMILLAR AND COMPATIBLE WITH DESTING MATERIALS & CONDITIONS FOR ROOF PATOLING, NEW PENETRATIONS, ETC.	RAW STEEL PRAMER - KEW BOND NS BSONZA, DWT ACTIVIC PRIVER TOPCONT - 2 COATS CORDINANE & POLITIKETHANE SKEW200/860/2	EXAMINATION THE INSPECTOR.	5 ROOF PLYMOOD SHALL MATCH EXISTING PLYMOOD SHEATHING WITH A SPAN INDEX RATIO $32/16$. EDGE NAIL WITHOU AT 6° 0.C. UNLESS NOTED OTHERWISE ON PLANS. FIELD NAIL WITH BU AT 12° 0.C.	3 04/30/13 CLIENT COMMENTS(P3-83) MW 4 05/09/13 CLIENT COMMENTS(P3-84) MW
4201 LAFAYETTE CENTER DAWE DATELT, W 22021-1209 TUP INTERNATIONAL INSTITUTE FOR LATH AND PLASTER 820 TRANSFER ROAD	3 THE CONTRACTOR SHALL PROPERTY SEAL ALL NEW ROOF & BUILDING ENVELOPE PENETRATION'S SUCH THAT THE INTEGRITY OF THE ORDINAL BUILDING ASSEMBLY AND ALL APPLICABLE WARANTES ARE WANTAINED	GALVANIZED HETAL ACID ETCH WITH COMMERCIAL ETCH OR VINEGAR PRIMER CONT AND FINISH COAT (GALVITE HICH SOLIDS OR DTH PRIMER/FINISH)	11. WELDING INDICATED IN THESE DRAWINGS IS DESIGNED FOR ONE HALF OF ALLOWARDE CODE STRESSES LALESS SPECIFICALLY NOTED "FULL STRESS" AT END OF WELD STANDOL	6. PLYNOOD SHEETS SHALL, BE LAID WITH THE FACE GRAIN HEREADICILIAR TO SUPPORTS AND WITH THE EDGES STAGGERED, UNLESS NOTED OTHERWISE ON THE PLANS.	
ST. PAUL MH. SST 14-1406 13 INSTALL ALL COLEMPORT AND INTERNALS PER THE LATEST EDITION OF THE INMUTATURETS INSTALLATION SPECIFICATION UNLESS SPECIFICALLY OTHERWISE INSTALLATION SPECIFICATION CODES OF RECLARITING TWEE	If it doesn't doesn't between control inducts and/on writemacher (contractors example in processing contractors reconstructions) and and an antiparty of the contract contractors contractors bout, anomain the contract, course, it to the antiparty of the contract course in the contract course and contract.	STAINLESS STEEL PRMER – OTM WASH PRIMER, BZIYI TOPCDAT – 2 CDATS CONOTHANE II POLYLMETHANE BKSW2D0/860v2	C. CONCRETE 1. STRENGTH: CONCRETE FOR THE PROJECT SHALL HAVE THE FOLLOWING ULTIMATE COMPRESSIVE STRENGTH AT AGE OF 28 DAYS-	7. PLYWOOD SHALL BE GRADE MARKED BY DRPA, TECO, OR PTL AND SHALL CONFORM TO PS 1-83 8 THE MAXIMUM MOISTURE CONTENT OF ALL LUMBER SHALL NOT EXCEED 24X AT HE THE OF INSTALLATION	NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET
PRECEDENCE	Amproved by the sprint construction waveger in Advance. 5 at the sprint construction waveger's direction, The contractor shall proved roottop walk page to all new	PRE-PRIMED STELL Touch up any right or un-primed stell with Kem Bond HS. SSOW24 Alliminum & Cooper Primer - DTM WASH PRIMER, B7TY:	LOCATION STRENGTH WT SLUMP ADMIXTURE A SLAB&FROTING 2500psi 150pcf 4° NONE	9. MINIMUM MALING SHALL COMPLY WITH TABLE 23-1-4 OF BUILDANG CODE ALL MAIS SHALL BE COMMON WITH MALS 10. ALL BOLTS SHALL HAVE STANDARD CUT WASHERS UNDER HEADS	
15 THE CONTRACTOR MID ALL SUBCONTRACTORS SHALL DVC ALL NUTLESS AND SHALL COMPLY WITH ALL APPLICABLE LOCAL, CODES, RECULATIONS, LAWS AND DROMANCES AS WELL AS STATE DEPARTMENT OF INOLSTRAL, RECULATIONS AND DWSDUN OF INDUSTRIAL SWETTY (SDM) RECURRENTS.	3 AT THE COMPARE CONSTRUCTION MAINLEGTS DIRECTION, THE CONTRACTIONAL INFORM STATION NUCL AND A TO ALL NOW COMPART INCLUDES ATTRACT AND A TO ALL NOW TO ALL NOW COMPART INFORMATION OF THE ADDRESS AND A TO ALL NOW COMPARE AND A TO ALL ADDRESS AND A TO ALL NOW TO ALL NOW SPECIAL ROOMS' AS MULHICATIONED BY AND RE COMPARE RECOMPARE A MEDICAL ADDRESS AND AND ADDRESS AND ADDRESS PRICINE, TO ALL STATION AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS PRICINE, TO ALL ADDRESS AND	TOPCDAT - 7 COATS COROTHANE I POLYURETHANE, BESN2DO/REGV2 Concrete Masonry Primer - Pro Mar Evterior Block Filler Topcdat - 2 Coats A-100 (MTEX House A Trim, Sheen to Match	 INSPECTION CONCRETE WITH SPECTRED STRENGTH OREATER THAN 2500psi SHALL BE CONTINUOUSLY INSPECTED DURING PLACEMENT BY A DEPUTY INSPECTOR EMPLOYEE BY A TESTING LABORATORY APPROVED BY THE BURLING DEPT. 	AND/OR NUTS WHERE IN CONTACT WITH WOOD 11 LAG BOLTS SHALL BE SCREWED INTO PLACE NOT DRIVEN LAG	Server America
6 Intercenting Sand, Heitfort The Property Vereils, and Senior Deriversity in a banker, which was received heits, constructions, and banker, which was considered results, constructions, structure, undersolvens, curies, structure, under constructions, structure, undersolvens, curies, structure, under constructions, structure, undersolvens, curies, structure, under structure, and help moments owners, or the constructure.	`	CONCRETE SINGCOLEXISTING) . 2 COATS A-100 LATEX HOUSE & TRIM, SHEEN TO MATCH	1. REBAR CRADES' REINFORCING STEEL SHALL BE CLEAN PERFORMED BARS CONFORMING TO ASTM ASTS AS FOLLOWS [4] & SWALLER BARS	BOLTS SWALL BE INSTALLED IN PRE-DIRUED HOLES WITH A DWARTER COULT OT SS DWARTER OF BOLT. 12. COMPECTIONS ALL TO SS DWARTER OF BOLT. THE PRANE SWALL BE STREVE COMPECTORS AWARTER THEORY THE SWASON CONFIRM SUBSTITUTIONS WAY BE MADE WHEN APPRICADE THE STRUCTURE REGISTER.	(* (-2007) *)
EC, SUAL DE MARDANTLY REPARED OR REPLACED TO THE SATISFACTION OF SPRINT, AND THE PROPERTY OWNER'S REPRESENTANCE, AT THE ORDINGE OF THE CONTRACTOR. Rep Contractor Sual, de responsere for, and shall replace of 	PENETRATION AT FIRE RATED ASSEMBLIES 1.47 he short project munders direction. He contractor boul prove full high personance fire stop system (Fiscol at all fire rated politikations installing) for multiprotegraps lutest installation specifications	STUCCO PRIMER - PRO MAR MASONRY CONDITIONER 8-86-W21000 TOPCOAT - SUMER PAINT A-BO SERVES A-BU SATIN A-BA CLOSS WOOD		THE SAMSON COUNTRY SUBSTITUTIONS MAY BE MADE WHEN APPROVED BY THE STRUCTURAL EXCILER. 13 ALL LUMBER EXPOSED TO MEATHER OR IN CONTACT WITH MASONRY OR CONCRETS SHALL BE WOLLMAZED PRESSURE TREATED LUMBER OR A NATURALY DECK RESISTANT LUMBER SUCH AS REDWOOD OR	SHEET TITLE:
17. Inc. CONTRACTOR SMALL BE REPORTED, FOR, MO SMALL REPLACE OR RELET WAY FULTY, INFORMED, OR INFORM MITTANS, DO WORKINGSIP OR ANY DUALE HISCH SMALL APPER HITHIN OR FER WITCH THE CONFERENCE AND ACCEPTANCE OF THE WORK BY SPRINT UNDER THIS CONFRACT.	WHUFACTURER'S LATEST INSTALLATION SPECIFICATIONS 2. ALL PENETRATIONS THROUGH ARE RATED ASSEMBLIES SMALL BE CONSTRUCTED SO AS 10 MANTAN AN EDUR. OR CREATER VIRE RATING	PRIMER - A-100 EXTERIOR ALKOD MODIO PRIMER -244420 TOPCOAT - 2 EDATS A-100 LATEX HOUSE & TRIM SHEEN TO MATCH ADJACENT SURFACES FIELD CUTS/DMMAGE(PRIDR TO PRIME & PAINT)	TO ASTM C-150	CEDAR 14. ALASKAN YELLOW CEDAR OLUC-LAMINATED BEAMS	SPECIFICATIONS AND NOTES
Is IT SHALL BE THE RESPONSEDIET OF THE COLERAL CONTRACTOR TO LOCKIE ALL DISTING UTURES, OR CONTRACT AN OUTSIDE ACCEVET TO LOCKIE ALL DISTING UTURES, WEITHER SHOWN HORDIN OF NOT, AND TO PROTECT THEM TROU MARKET. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR THE RESPIRE OR REFLACEMENT OF UTURES OR OTHER PROFERTY CAMAGE IN COMMENTION WITH THE CERCURION OF MERIC	WORK ENVIRONMENT I contractor and crew small above by the united states department	FIRST & SECOND COAT - CLIPERIOL CLEAR WOOD PRESERVATIVE \$158-0356 ALL PENETRATIONS INTO FINISHED CLU-LAWS SHALL BE CALLIKED WITH "SIKAFLEX" SEALANT	5 ACCRECATE: USED IN THE CONCRETE SHALL CONFORM TO ASTM C-33 USE ONLY ACCRECATES KNOWN NOT TO CAUSE EXCESSIVE SHRINKAGE. THE MAXIMUM SIZE ACCRECATE IN CONCRETE WORK SHALL BE THE FOLLOWING	A. LUNGER SPECIES: ALASKAN YELLOW CEDAR (A.C.) CONFORMING TO 20F-V12 8 STRENOTH (ROPERTIES) 75 BOTTOM INBER BENGING STRESS 2000pai MIN 75 TOP REPER BENGING STRESS 1000pai MIN	AND NOTES
PROMERTY DAMAGED IN CONJUNCTION WITH THE CAEDUNIN OF WORK IN THE CONTINUETOR SMALL BE RESOMNISPLE FOR THE COMPLETE SECURITY OF THE PROJECT STIE MIKE THE USE IS IN PRODIESS AND UNTIL THE JOB IS COMPLETED AND ACCEPTED IN SPIRIT.	. Сонтакие мо состание чест наческого с следние заказ резинието (речи на состаниетом, струк на состанието заказа (речи на состаниетом, струк на состанието заказа (речи на состаниетом состанието на состанието заказа с. сонтакиетом состаниетом, струка состаниетом на состанието на состанието заказа резоляето на состанието на состанието заказа (речи на состаниетом состаниетом) состаниетом на состанието на состанието заказа состаниетом на состаниетом состани состаниетом состаниетом сос	steel touch up steel that has been welded, cut or scratched in the field shall be touched up with cold calvanized paint	A FOUNDATIONS & SLABS 9" OR LESS. 3/4" GRAVEL B. PIER/CAUSSON FOOTING. 1" GRAVEL 6. WATER SHALL BE CLEAN AND FREE FROM DELETERIOUS AMOUNT OF WATER SHALL BE CLEAN AND FREE FROM DELETERIOUS AMOUNT OF WATER SHALL BE CLEAN AND FREE FROM DELETERIOUS AMOUNT	FV SHEAR STRESS 190pJ MIN F2 COMPRESSION STRESS PERPENDICULAR TO GRAIN 560pJ MIN. E NODULES CLASTICITY 1400kJ MIN. C CAMPER TO RADIN'S DE LICON.	T-2 3
	•		OF ACTOR ALAND, CONSUMPTION CONTRALS AND SHALL BE SUITABLE FOR HUMAN CONSUMPTION	D. ALL CLE'S SHALL BE FABRICATED WITH EXTERIOR CLUE. E WANUFACTURE OF CLE'S SHALL CONFORM TO THE UBC. F CLU-DAW WATERNE SHALL BE IN ACCORDANCE WITH ANSI/AITC AT90.1 AND ASTM 03737.	

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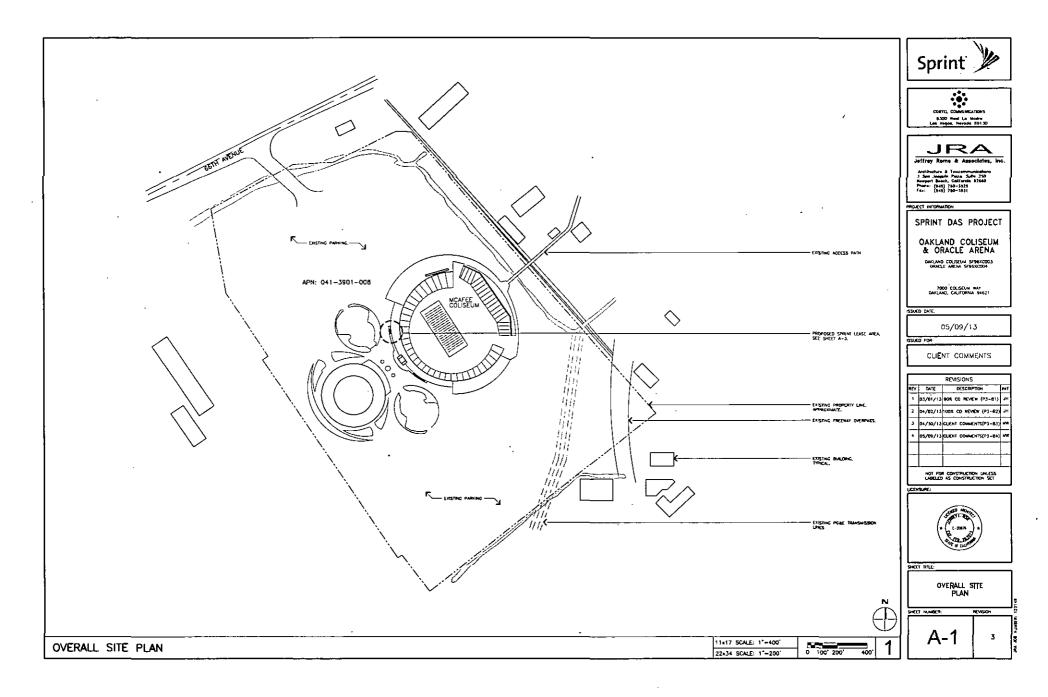
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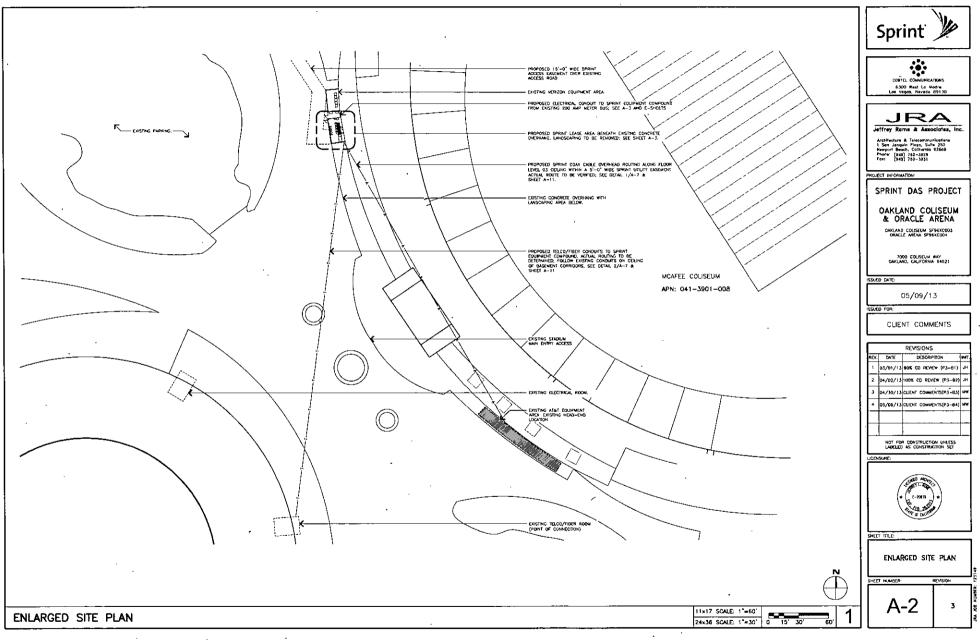
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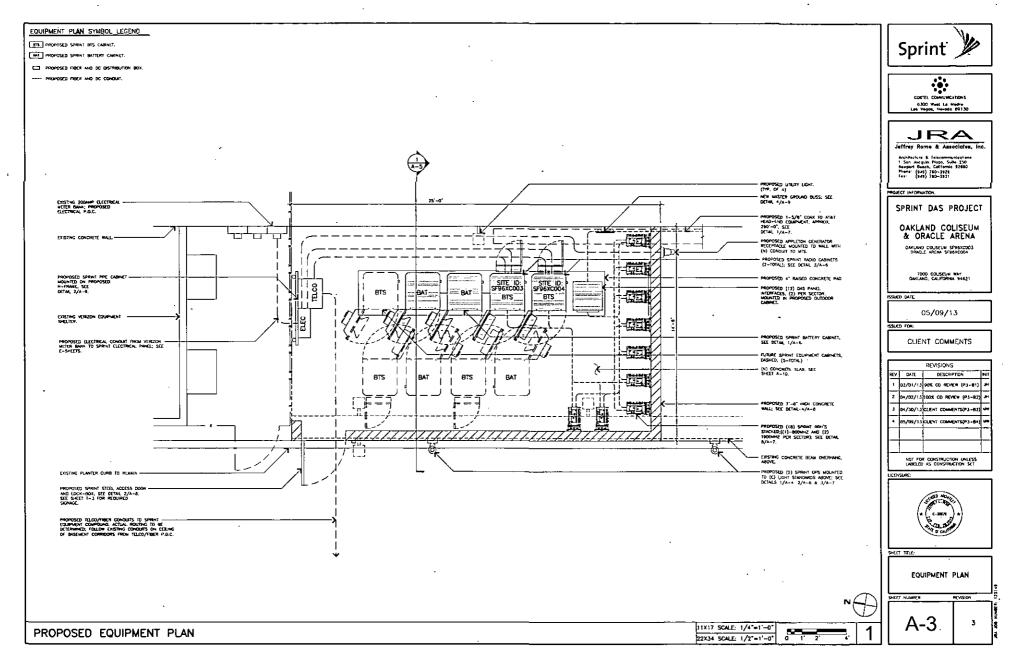


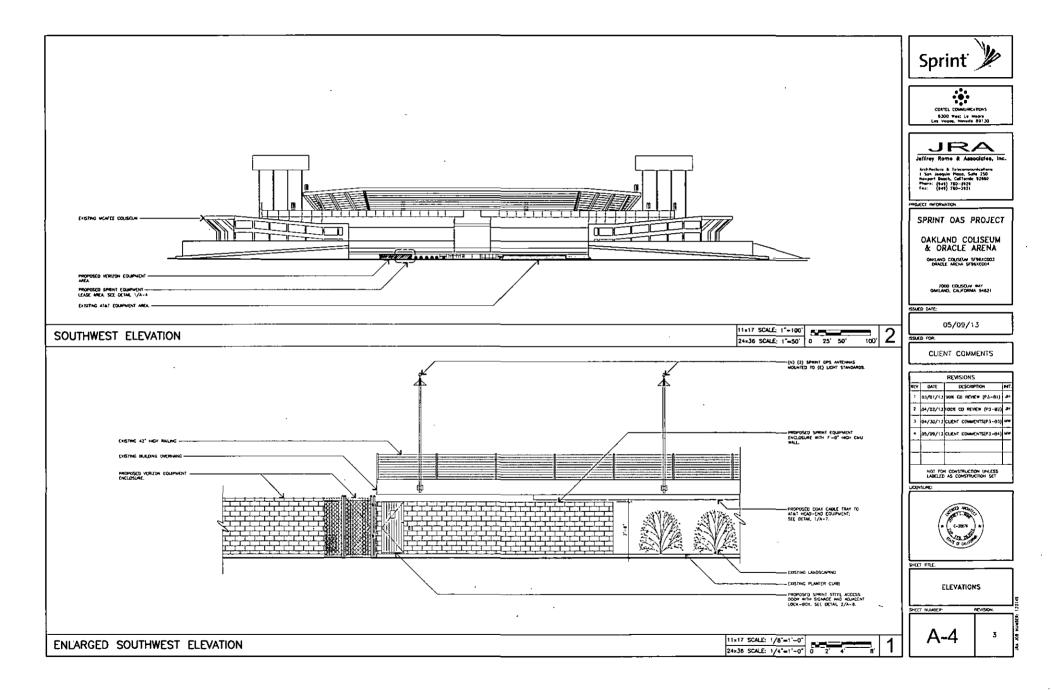


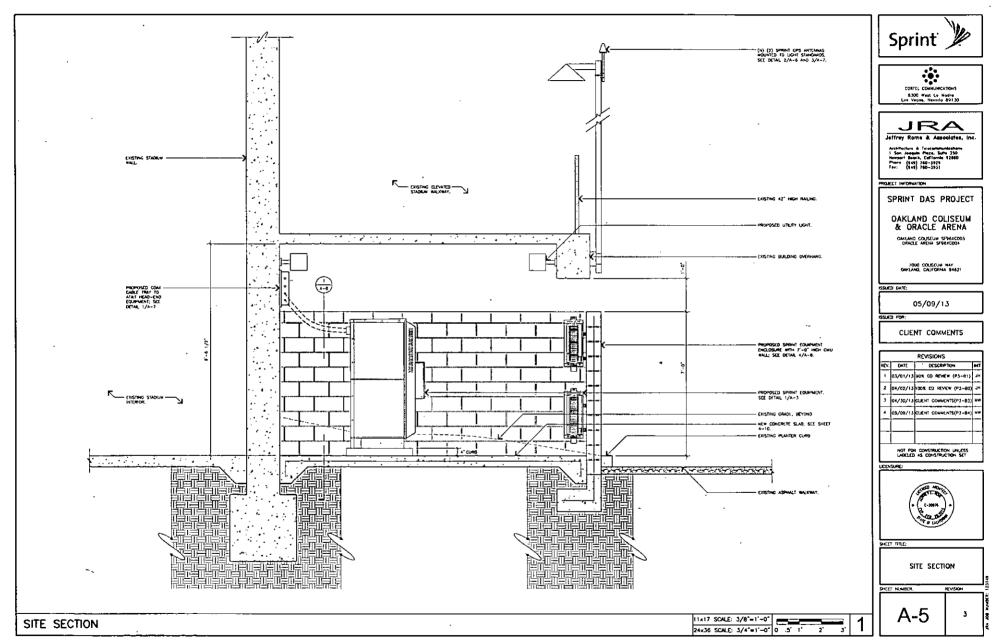
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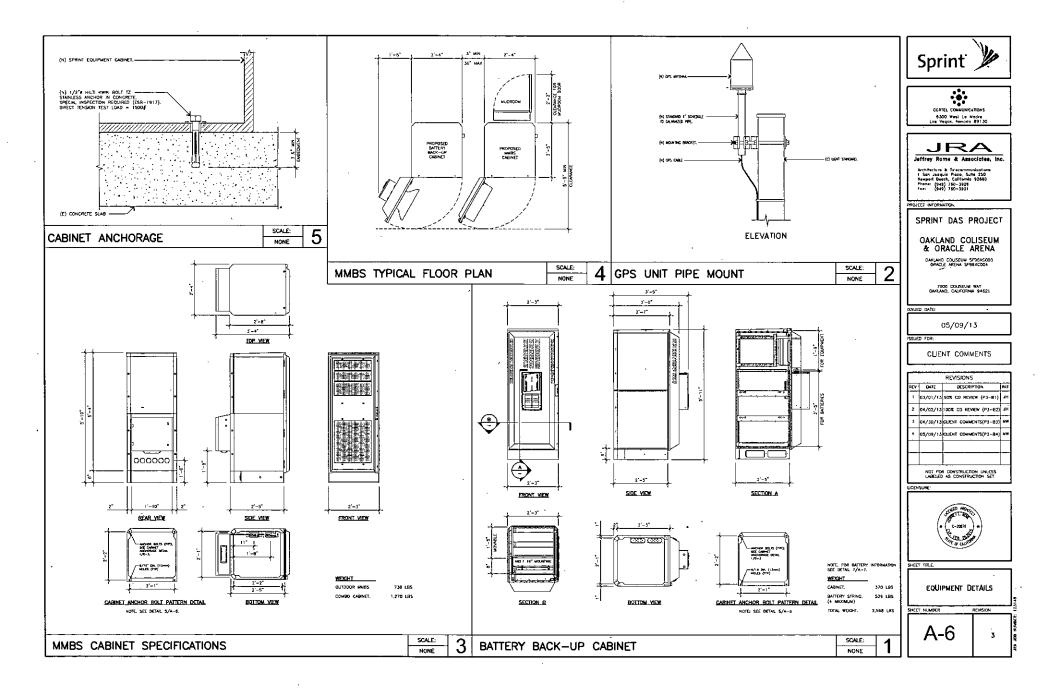
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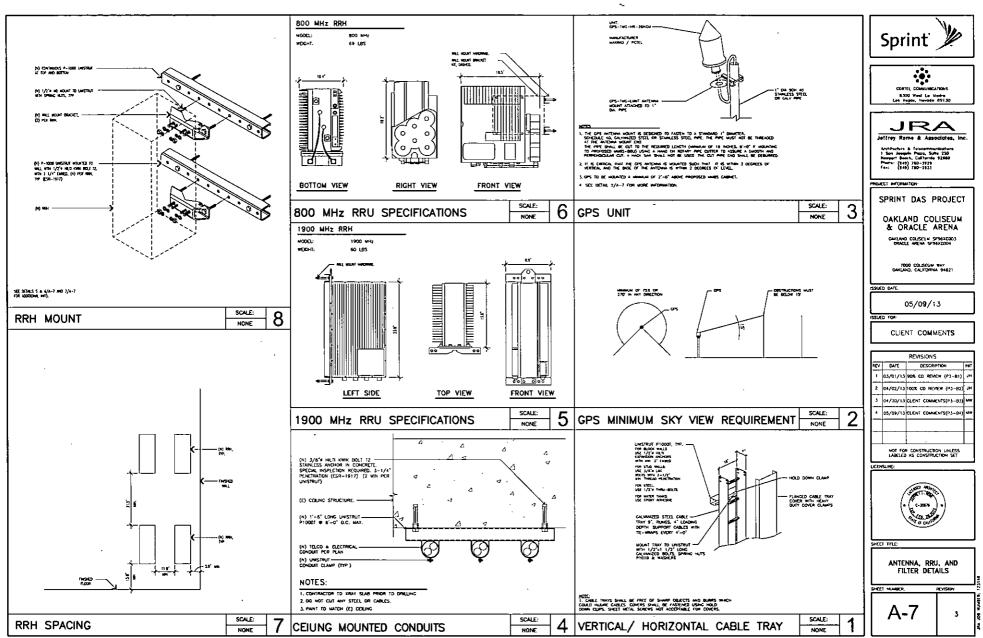


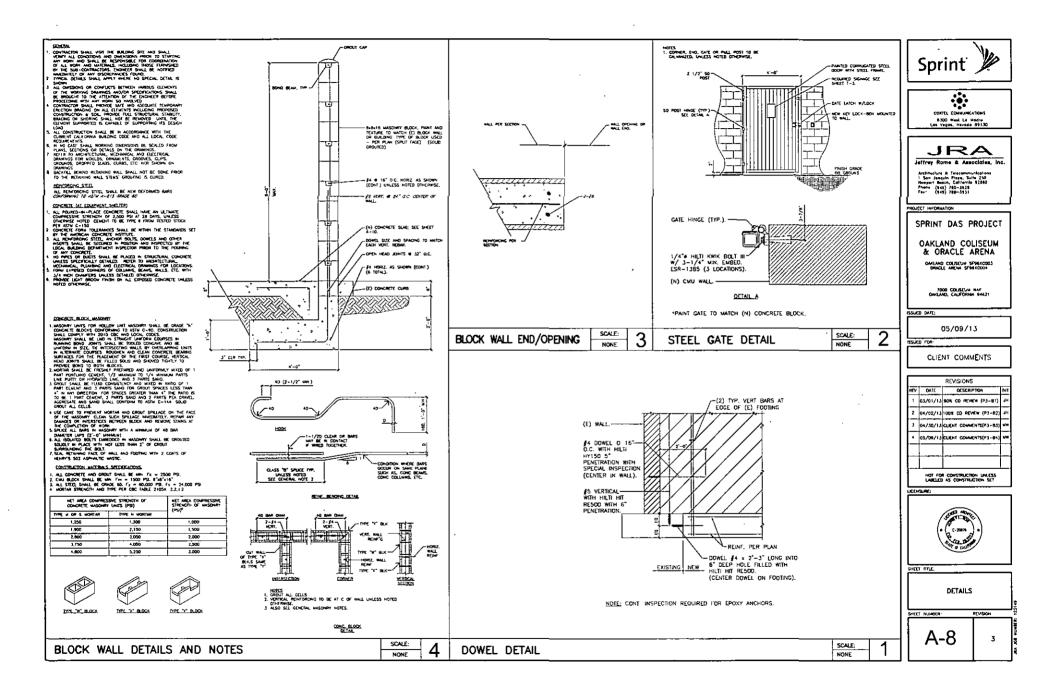


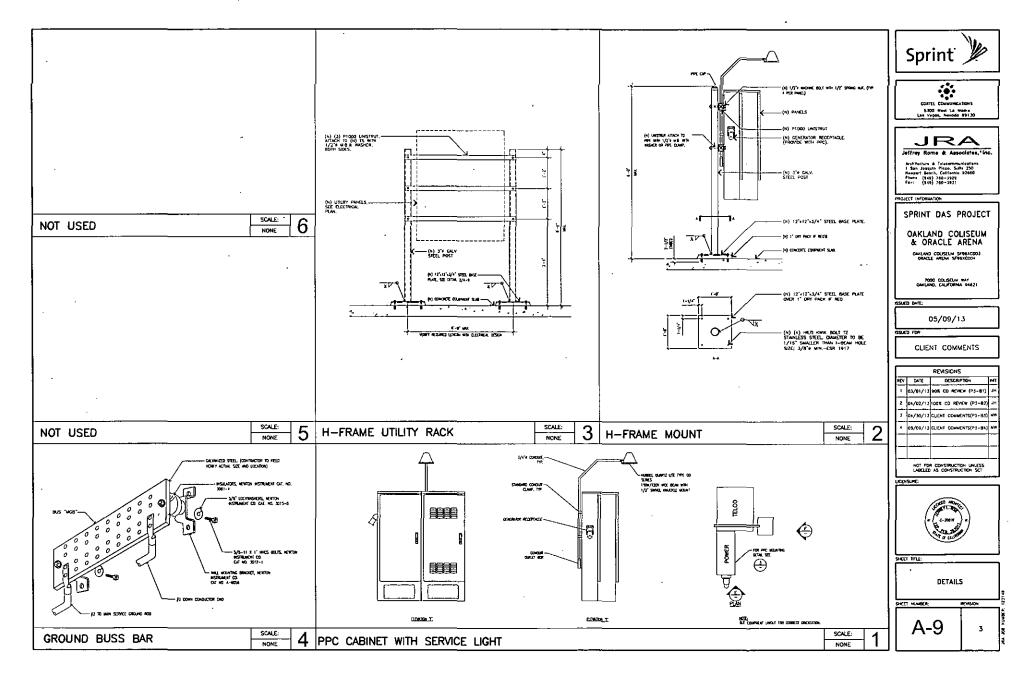


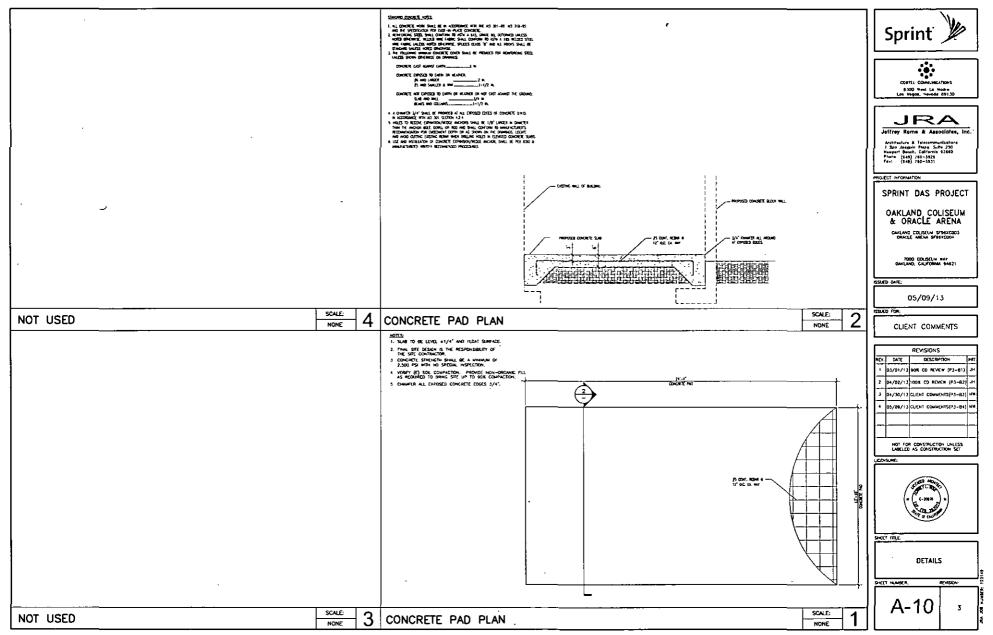
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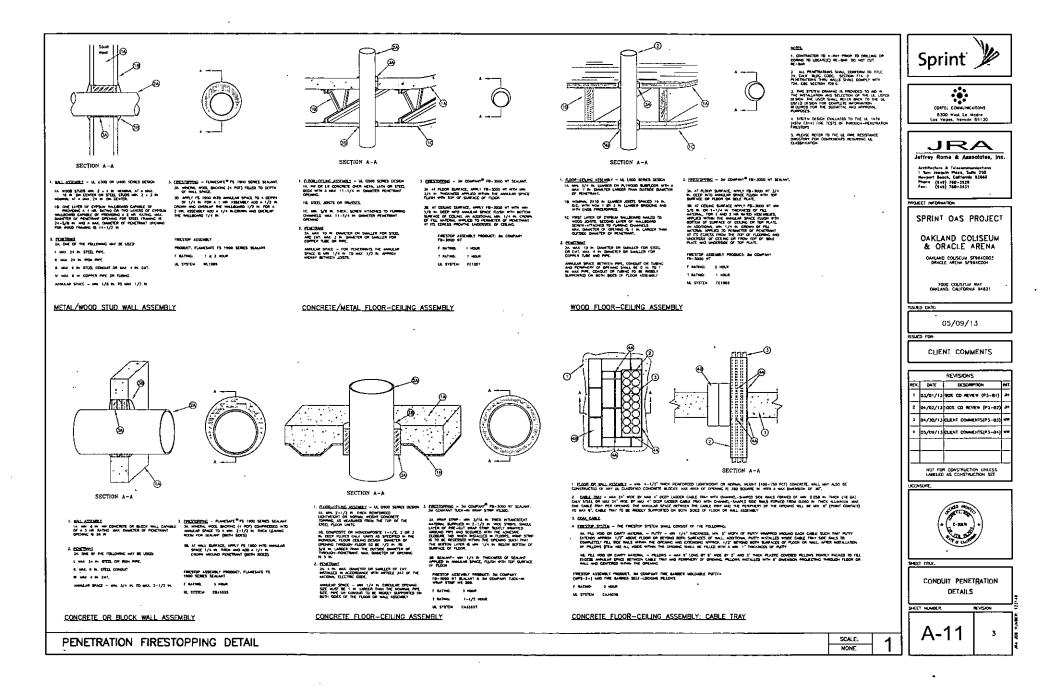




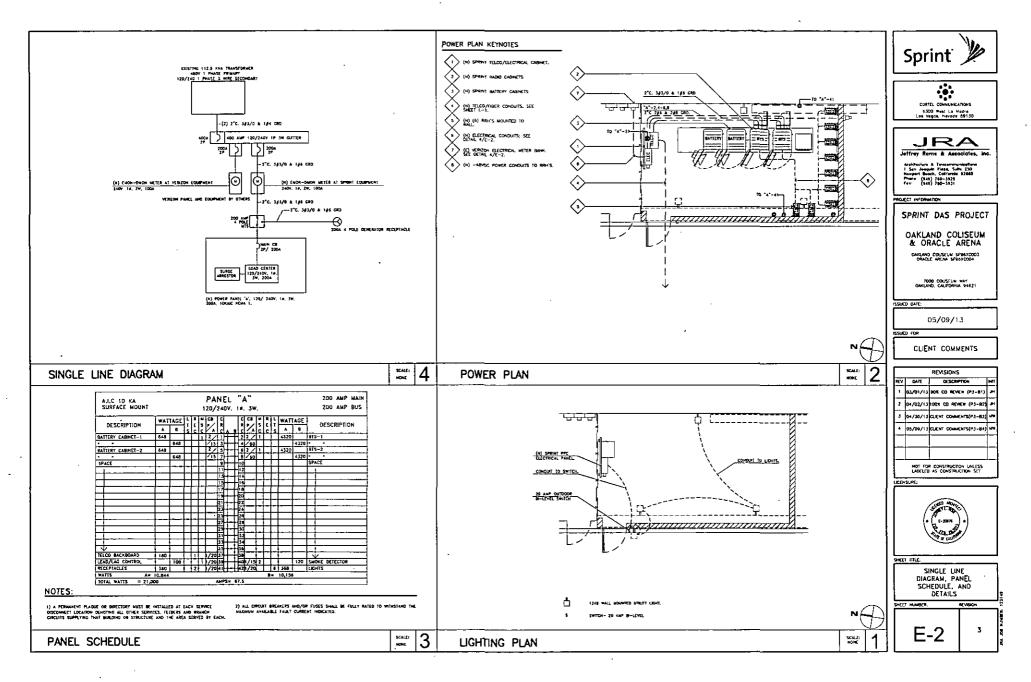




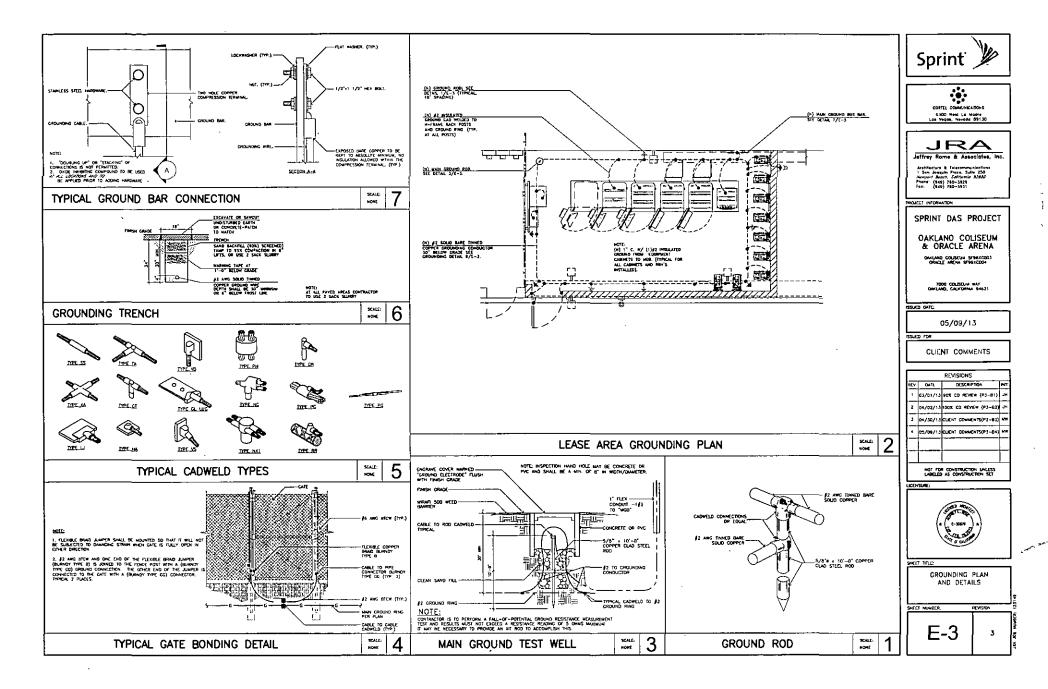




GENERAL AND TELCO NOTES:	20 TELCO SPLICE BONES: TELCO SPLICE BOXES WILL BE SIZED BY SAMMAG TELCPHONI UNUTY, DEFAULS WILL BE PROVIDED BY INTERCONNECT ENGINEER OR BY SAMMAG			
1. COOLS AND REGULARDARS. THE NATIONAL ELECTRICAL CODE SHO MAPICABLE ATEREAL, STATE, COLINTY, AND MUNICIPAL BUILDARD CODES, DECHARCES, RULES AND REGULATIONS OF AUTORATIES, HANNES, LINESDETION OVER THE CONSTRUCTION OF THE PROJECT, SHALL APPLY THROUGHOUT	21. ACCEPTANCE DEFORE ACCEPTANCE OF THE WORK, INSPECT THE BURDING IN THE IMPEGENCE OF THE OWNER AND DEMONSTRATE THAT I LILCTRICAL SYSTEMS AND IN ORDERING CONDITION STREAMS/CONT OF THE OWNER.		PROPOSED ELECTRICAL CONDUCT TO SPONT	📙 Sprint 🎾
2. PERMITS, FELS and ASSPECTIONS: AND MARCE AND PAY FOR REQUIRED DECEMPTION DALEMAN CONSTRUCTIONS IN A APARTED OF ONE" 3. CAMANTES MENALATION SHALL BE CLARAMED OF A APARTED OF ONE"	22. CUTTING 440 PATCHING. AUTIMIC AND PATCHING OF CONSTRUCTION REQUIRED OR RECEIPTING INSTRUCTION OF HIS WORK IS THE RESPONSIOUTY OF THIS CONTRACTOR: NO CUTTING OF STRUCTURAL VEHIODS SHALL BE DONE HIHOOLT REQUIR APPROVING OF HIS STRUCTURAL VEHIODS SHALL BE DONE		Length dos se seel a-3 and	
3 Симантез натальное очис ве симантеза при а лежев ог онс гили пом не быте от начи, асселинос, тостота интенн, сорменси, от нетехно нолкомисски учис ве соместер анистисти тоб селосок он не симанте - и отде ната (за) сила то се наманска пов ты чествана на висскамена те околн, солтакто по ты те чама.	23 LOCATION AND ARRANGEMENTS: DRAWINGS HORATE DAGRAMATICALLY, THE DESIND LOCATION OF EDWINENT, DISTURES, DUFLETS, LTC, MO, APE NOT TO BE SCALLD. MODER, ADDELMENT WIGST BE EXEMPSION IN THE ERECUTION TO INSURE THE BEST FORSTBALL INSTALLING.			
4 CHANGES. MD ADDITIONAL COSTS FOR LABOR OR MATERIALS WILL BE ALLONED FOR CHANGES OR MODIFICATIONS MADE UNLESS PROR WRITTEN APPROVAL IS DOBANDE TRAD THE ARCHITECT, ENGINEER, OR OWNER IN THE FORM OF A CHANGE DRIDER.	24. THE BATED WELS. FRE STOPPING REQUERD THEN DRENNES ARE WADE IN THE HATE DRAFTERS. 29 PARALE DOUGHETORE: IF IS INFRATING THAT PARALEL CONDUCTORS BE DF IDUAL LANGTHS AND MUST BE TESTED IN THE PHYSICKL DF THE LICETERS. INSTICTOR TO MUSE PRASE CONTINUET.		PROPOSED SPINIT COAK CABLE	6300 West La Nodru Lan Hygos, herodd 89(30
5 PROJECT MORE: 10 INCLUDE THE FURNISHING OF LARCH, TOOLS, FOURDWIT, AND MATTINALS AS PROUMED TO INFALL COMPLETE AND IN OPENATING CONSIDER. THE ELECTRICAL SYSTEM SHOWN ON INPUED ON THESE DRAWINGS.	LILLING INSTANT ID INSTREPTING CONTINUIT. S LETTING COMPANY. INCLINE, DEVICE, CONTACT, CONDUCT, CONTROLOGY, STL. LOCATOD OUTSIDE THE BUILDING ENVELOPE SHALL BE WARNERMOOD.		LIDIEL 03 CELING WITHIN A 5'-0" 2 WIDE SPRINT UTUTY EXSLANT ACTIMA ROUTE 06 EVENTED, SEE	
B. DANNICS. LECTRCAL DRAWNES ARE DARGAMMATIC IN NATURE. CONJUST ROLING IS SHOWN AS A CUDE DWLY, ACTUAL CONJUST PLACEWICHT IS TO BE DONE IN A PROFESSIONAL MANNOR.	37. EDUPMENT LOCATIONS LOCATION OF EQUIPMENT SHULL BE PELD VERHED.			Arzhinschure & Taescennmundepfinne 1 Sen Jeaguin Plazo, Suffe 350 mespert Busch, Carlumbe 2080 Plazes (545) 750-3123 f4+ (943) 780-3131
A DESMANNEET DECOMPANY OF THESE PLANE RECORDINANE CORES. ETC. WIST BE WINED ATELY GROUGHT TO THE ATTENTION OF THE ENGINEER	28 COMPACT RECURRENTS. FRED YORY WITH COMPACT HANDELATE COMPACT RECURRENT, RASE AND FOURT SUES FOR ECOMPACT INSTALLED, AND POSSIBLE RAY, RECORDERS.			Faire: (949) 780-3921 Fair: (949) 780-3931
8 SUMPTY AND CONDITIONS: WIST THE JOB SITE PROM TO SUBMITTING BID and ware a sumpty of Existing commons which way effect the work to be oreclamed, we other allowances will be oven for site constrons.	7. ORDADNO DREADING OF THE ELECTRICAL EDUMUTH AND SYSTEM SHALL BE A ACCORDANCE WITH DEFALS ON THESE PLANS MAN MITCLE 22D OF THE MITDIAL RECTINGLA, COST ON DEDUMUESS. TELCO BONOING AND GROUNDING:			SPRINT DAS PROJECT
P DODPERATOR CODPERATE WITH DITHER CONTRACTORS AND SUBCORRACTORS ON STE, NEXAME AND EXECUTE WORK IN SUCH A MANNER AS REQUIRED FOR THE SUBSTRACTORY MOL ETFORMET CONSTRUCTION OF THIS PROJECT BY ALL TRADES CONCERNED.	14 ANG SOLID COPPER INSULATED GROUND WRE (24" COLED IN TELECO SGMAGE 4001 WITH BONDING CLAMPS IN PLACE, THE TELEPHONE GROUND WITH BE BONDED TO THE POWER GROUND THE TELEPHONE SERVICE COMMENT WIST BE BONDED TO THE TELEPHONE GROUND WRE SERVICE COMMENT WIST BE BONDED TO THE TELEPHONE GROUND WRE.			OAKLAND COLISEUM
10 TESTS AND REPORTS. FEEDERS SHALL BE NEGGERO TESTED AND TEST REPORT SHALL BE PROVIDED TO THE OWNER BEFORE FINAL ACCEPTANCE.	TO THE INTERCONNECT ENGINEER.			& ORACLE ARENA
 AS BULTS. ELECTINGAL CONTRACTOR SHALL PROVIDE AS-BULTS TO THE ARCHITECT AT THE EDWINETTON OF THE PROJECT. ANTTENES AND INTERACTORS PROVIDE ANTONIO SINCE AND AC 	# ΤΕLΕΡΙ-ΟΝΕ SCHADE IS TO BE NOUNTED ON A SACKBOARD (NO TELCO BOX PLACED) A BUS GAR NUST BE PLACED AND A 16 SOLID COPPER INSULATED EROUND GONOED TO THE NEW CONDUIT AND A 24" COL LETT.			ORACLE ARENA SPERICODA
12. WATERIAS AND WORKLAANSHIP: PROVIDE WATERIAS NEW AND OF SPEEDRCATON GAACE WITH ULL LOBELS, WORKLAANSHIP SHALL BE IN ACCORDINGE WITH THE REST TRACETERS OF THE TRACE INSTALLED BY JOURDECHAIN ELECTRICARS UNDER THE DIRECT SUPERVISION OF A COMPETENT ORDINAN	GROUNDING NOTES:			7000 COLISEUM WAY DAKLAND, CALIFORNA 94621
13. COMOUNT SYSTEM REED STOLL HEAV- HALL CONDUCT, INCLUDING COUPUNCS, LOCH-HUTS, RUSHINGS, HERRILS, MID OTHER TITINGS SHALL BE	 Carding Antima Bases, Frances, Cable Runs, and Other Withlie Company Lange & Carding Threes and comment: to supplied moduling ordered by supplied international order municipality order of the Cardinal Company understanding ordered to Cardinal Anti-Anti-Anti-Anti-Anti-Anti-Anti-Anti-	AS AS DF		ISSUED DATE:
IN THE DAY	2. CROWNE CONNECTIONS SHALL BE \$2 AND U.O.N WRE SHALL BE COPPER THINK TO CROWNE SHALL BE THI CONTED ON CREEN INSULATED		RT DTMA 2/A-7 &	05/09/13
FLECTRICAL CONDUCT SHALL HE AS FOLLOWS	3 ΕΔΗΠΑΛΕΊΟΝ Ο, ΤΟ ΡΟΝΤΟΝΙΑ Α ΓΑΥΟΥΡΟΤΕΝΙΑΥ, ΕΛΟυΛΟ ΜΕΣΙΔΙΑΝΟΣ ΜΙΔΙΑΥ ΤΕΣΙ ΑΝΟ ΠΙΣΙΙΤΣ ΜΙΟΣΙ ΝΟΣΙ ΝΟΣΙ ΕΓΕΣΤΑΙ Η ΕΓΧΟΣΤΑΝΕ ΕΛΑΦΟΝΟ ΟΓ 3 ΟΝΗΣ ΑΝΙ ΡΟΛΟΝΣ Συματικοντι (πουλογιατικό ση και πους) δα η πουράτατί δι αλειτικός τη με αναρχατικό συματικός το ποριστικός το και πους δα η πουράτικα αλαι όπερα οπόσων, τείδανα και ουσκατιστία ανα το θα απιτοδούα στη αναι παριατολιτική οπόσων, τείδανα και ουσκατιστία ανα το θα απιτοδούα στη αναι παριατολιτική αναρχώτης το ποριστική το ποριστικός το ποριστικός το ποι παριατολική αναρχώτης το ποριστικός το ποι το θα απιτοδούα στη αναι παριατολική αναιστική το ποριστική το ποριστική το ποριστική το ποριστική το ποριστική αναιστική το ποριστική το ποριστική το ποριστική το ποριστική το ποριστική από το ποριστική το ποριστική το ποριστική το ποριστική το ποριστική από το ποριστική το ποριστική το ποριστική το ποριστική το ποριστική από το ποριστική το ποριστική το ποριστική από το ποριστική το ποριστικός το ποριστική το ποριστική από το ποριστική το ποριστική το ποριστική το ποριστική από το ποριστική το ποριστική το ποριστική το ποριστική από το ποριστική το ποριστική από ποριστική το ποριστη ποριστική το ποριστη ποριστική το ποριστική το π	EWENT ADM		CLIENT COMMENTS
4 WHINKI I' REGO GALVHIZED STEEL IN EXPOSED AREAS SUBJECT TO WEAREN ON INFISCA, GAMACE, B. WHINKIN I' ELECTROAL WEAKLAE TUBING (EWT) INCOORS. 4. WHINKIN I' LIGUID ROHT FLEX FOR WEATHERMOOF CONNECTIONS 1. COMPARIA.	4 HORIZONIALT RUN CROUNCING CONDUCTORS SHALL BE INSTALLED A MININUM SCI BELOW GRADE IN TREACH. U.D.N. AND BACK FILL SHALL BE COMPACIED AS REDU BY ARCHITCH.			REVISIONS
1 CONFIDENT CONFURTS SHALL BE SCHEDULE AD PAC BITH SOMEDLE BD BENDS, NOT RESENS. PAC CONDUCTS SHALL CONTAMA A DEDUCE WAR BE PAC TOBLE 200-94 I. UTLITY BENDS MAY BE PAC LOCAL UTLITY RECOMPENDATIONS.	5 CHOLED CONCULCTORS SHALL BE RUN AS STRUCHT AND SHORT AS POSSIBLE, INT WHIMAN 12" BONDING RADIUS NOT LESS THAN 90 DEGREES		Pisting TUCO/MER ROOM	REV DATE DESCRIPTION INT
WHEN I' OWNERS OUCH OF APPROVED WATERIAL (SEE ABOVE)	4. ALL SUPPORT STRUCTURES, CARLE CHANNEL WAYS, OR WRE CURDES SHALL BE BE THE CHONNED STATEM AT A POINT NEAREST THE MAIN COUNSIGNED BUS "NOP" WITH MITHAILM (A THREE) CONFER CONDUCTOR AND (2)-HOLE COMPENSION CONNECT AT BUS	ONDES A TOR		1 03/01/13 90% CD REVEW (P3-83) JH
14, IN LIKE FALL BOXES weakup processors 12* Used, 6* mod. in * 6* User, DCDP, POPTEMENT DURCHSORS 32* UseR, 6* mod. in * 6* USER, a PALL BOXES SHALL NOT 96 USER FOR 90 DEDRET TRANSTONS a MALL BOXES SHALL NOT 96 USER FOR 90 DEDRET TRANSTONS b MALL BOXES SHALL NOT 96 USER FOR 90 DEDRET TRANSTONS b MAXWUM 0F 200 FEET HOREONIAL BETHELEN WULL BOXES. a MANUMUM 0F 200 FEET HOREONIAL BETHELEN WULL BOXES. a MANUMUM 0F 200 FEET HOREONIAL BETHELEN WULL BOXES. a MANUMUM 0F 200 FEET HOREONIAL BETHELEN WULL BOXES. a MANUMUM 0F 200 FEET HOREONIAL BETHELEN WULL BOXES. a MANUMUM 0F 200 FEET HOREONIAL BETHELEN WULL BOXES. a MANUMUM 0F 200 FEET HOREONIAL BETHELEN WULL BOXES. a MANUMUM 0F 200 FEET HOREONIAL BETHELEN WULL BOXES. a MANUMUM 0F 200 FEET HOREONIAL BETHELEN WULL BOXES. a MANUMUM 0F 200 FEET HOREONIAL BETHELEN WULL BOXES. a MANUMUM 0F 200 FEET HOREONIAL BETHELEN WULL BOXES. b MANUMUM 0F 200 FEET HOREONIAL BAULL BOXES. b MANUMUM 0F 200 FEET HOREONIAL BAULL BOXES. b MANUMUM 0F 200 FEET HOREONIAL BAULL BOXES. b	AT BUS ADDITINGLE CONNECTIONS FOR GROUNDING STRETH SHALL BE ADDITINGLE CONNECTIONS FOR GROUND CONNECTIONS ADDITING (2)-HOLE TIMED COPPER COMPRESSION FITTINGS (BUS DAR CONNECTIONS).		Ensme ALE COMPANY	3 04/30/13 CLENT COMMENTS(P3-83) WH 4 05/09/13 CLENT COMMENTS(P3-84) WH
FEET. 1. ELECTRICAL ELBOWS OR CONDUCTS SHALL NOT BE USED AS PULL BOXES.	8 CRIMPLD COMMECTIONS SHALL HAVE EMBOSSED MANUFACTURER'S DIEMARK VISIBLE THE EIRINP.	A1		
15. STANDARD PULL BOXES: NEWWOW 17" WIDE BY 30" LONG. c. TELCO PULL BOXES AND TO BE OF AT LEAST: 24"L × 6"W × 6"D.	9. CROUND CONVECTIONS SHALL BE BURNISHED AND SHALL HAVE A COATING OF "COPA-SHIELD" OR "NO-OX-HO" APPLIED TO THE CONNECTION			NOT FOR CONSTRUCTION UNLESS LARELED AS CONSTRUCTION SET
 το μεγιστικό το με το μεγά το με	TO CROLIND RING SMALL BE INSTALLED 24" MINIMUM BEYOND ANY BUILDING DRIP LIN TRENCHING NOTES;	L		
NOT TORE OF CONDUCT.	1. WHAT DUPDACE OF DUCT ON PRYATE PROPERTY LINDER MEPANED SUBFACE SHALL BE 18" ON AS SPECIFIED BY PCHAITING DIMER/ACENI.			100 mg
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PUCAG	 MANHUM CONDUCE OF OLDER IN PUBLIC REALE OF MAY SMALL BE 30" BD.OW CUTTER GRADE OF AS SPECIFIED BY PERMITING OWNER/ACENT. 		(+)	and the second
<pre>even(Shall BE AS FOLLOWS) \$10 OF Swaller even(Shall BE 75C RATED SOLID COPPER, with there that is shall be 75C RATED STRANGED COPPER, with there that the shall be 75C RATED STRANGED COPPER, with there there the shall be 75C RATED STRANGED COPPER, with there</pre>	A MINUTE STARATION IN SHARED TRENCH SHALL BE 12" BETWEEN POWER AND TELEPHONE, ABBREVIATIONS AND SYMBOLS:		ELECTRICAL SITE PLAN	SHEET INTE
17, FUSES FUSE FUSE SHULL BE CLASS C TYPE "TUN" FAST ACTING RATED FOR JOOK WITH GOMM STREAM DEVISES.	NEMA MATIONAL ELECTRICAL ECO COLIPMENT OROLANO BUS			ELECTRICAL SITE
18. SCHWCE (DUPWEN): VEREY WTH THE SERVING UNLTY THAT THE SCHWCE EDUPWERT PROFOSOD WEETS THER REDUREMENTS AND IS AND TO FOR THE WADAWA SWART OFFICET OUT ANALAGE, AND SUBMIT SWART DE DURINGS IF REDURED COMPACT MAY BE SERVES INTO PUR WANAFACTURER'S REDURED OFFICET, AND RESPONSITION.	WINNERCHER KEDSCHICH LEE CLARENT BOUND WORKER HER LEEN CLARENT HE		PORE_FORMELISERVICE: NOTE: Internet_INCT IT IS THE DESIGN PROFESSIONAL'S AUGMENT, WHOSE SIGNITIVE APPEARS 2004 130/260 JPH 40 ON THE DESIGN PROFESSIONAL'S AUGMENT, WHOSE SIGNITIVE APPEARS TELCO_SERVICE REQT: ON THE DESIGN PROFESSIONAL'S AUGMENT, WHOSE SIGNITIVE APPEARS TELCO_SERVICE REQT: SAUD SPECIFICATIONS DOES NOT AUXINESS AND SPECIFIC APPEARS OF THE BASIC LIFE	PLAN. CONTACTS. AND NOTES
HULDWIDDLAINUNG , AND HUSDONSILLIT. 19 ILLEPHONE SERVICE (MTUNICE: PROVOL AND INSTALL TILEPHONE ENTRANCE COMDUTS PER POLY PROJECT WANNERS AND COORDINATE PRIMARY SERVICE LOCATION	P MULE COMUNE AND BALL SOLTING PH MINSE PH COMUNE AND BALL SOLTINGS CMD CARDINO AND SECTOR BCT DAME COMUNE AND SECTOR DUPS UNDERCHARDING AND SECTOR		TELCO SERVICE REQT:	DIEET MUMBER: REVISION
GENERAL		4	CONTACTS SCALE: 1	E-1 ³



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ATTACHMENT B.



T: 714-448-1001 Leslie.Zimmerman@att.com

2013 JUN 20 PM 1:45

OFFICE OF THEACHTANCICO

TOAKLAND

Leslie D. Zimmerman

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F [4807Bush Street

May 20, 2013

City of Oakland

RE: Collocation of Verizon and Sprint on AT&T Neutral Host DAS at O.co Coliseum and Oracle Arena as contemplated in:

LICENSE AGREEMENT for ORACLE ARENA

between New Cingular Wireless PCS, LLC, 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, by and between the County of Alameda (the "County") and the City of Oakland (the "City")

AND

LICENSE AGREEMENT FOR OAKLAND COLISEUM

between New Cingular Wireless PCS, LLC and OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY, a California joint powers authority organized and existing under the applicable provisions of the California Government Code and an Amended and Restated Joint Exercise of Powers Agreement, dated December 1996, by and between the County of Alameda (the "County") and the City of Oakland (the "City")

City of Oakland Representative:

AT&T respectfully requests the County's approval to add Verizon and Sprint to the AT&T Neutral Host DAS at both O.co Coliseum and Oracle Arena. With the written permission of the Executive Director of the Oakland-Alameda County Coliseum Authority ("Authority" - please see attached), we have been working toward having Verizon installed and operating at both venues. Sprint is working with the office of the Executive Director for approvals at this time. Both Verizon and Sprint have signed or will be signing separate ground space Agreements with the Authority.

Although we previously thought that the approval of the Executive Director would be sufficient approval for these collocations we have now been directed to come to the City for the City's specific approval.

Section 17 of the License Agreements shown in this letter's subject line that were fully executed on April 26, 2011 and October 28, 2010 respectively, states:

ASSIGNMENT/SUBLICENSE. Licensee will have the right to assign this Agreement or 17. 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, to any Affiliate

c



of Licensee without the consent of Licensor, the City or the County, upon not less than thirty (30) 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.

:

The purpose of this letter is to receive your acknowledgement and approval that Verizon and Sprint may join the AT&T Neutral Host DAS at Oakland Coliseum and Oracle Arena. All terms of the Licenses are in effect and this letter in no way changes any term(s) therein.

Please sign and return this letter at your earliest opportunity.

If you have any questions about this matter, please do not hesitate contacting me.

Thank you,

Leslie Zimmerman AT&T Mobility – ASG Business Development - West Email: Leslie.Zimmerman@att.com Phone: (714) 448-1001

City of Oakland

Printed Name

Title



Leslie D. Zimmerman 430 Bush Street San Francisco, CA 94108 T: 714-448-1001 Leslie.Zimmerman@att.com

May 20, 2013

City of Oakland

RE: Collocation of Verizon and Sprint on AT&T Neutral Host DAS at O.co Coliseum and Oracle Arena as contemplated in:

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between New Cingular Wireless PCS, LLC, and OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY, a California joint powers authority organized and existing under applicable provisions of the California Government Code and an Ainended 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")

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Although we previously thought that the approval of the Executive Director would be sufficient approval for these collocations we have now been directed to come to the City for the City's specific approval.

Section 17 of the License Agreements shown in this letter's subject line that were fully executed on April 26, 2011 and October 28, 2010 respectively, states:

17. <u>ASSIGNMENT/SUBLICENSE</u>. 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, to any Affiliate



Agreement or sublicense the Premises and any of its rights herein, in whole or in part, to any Affiliate of Licensee without the consent of Licensor, the City or the County, upon not less than thirty (30) 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.

The purpose of this letter is to receive your acknowledgement and approval that Verizon and Sprint may join the AT&T Neutral Host DAS at Oakland Coliseum and Oracle Arena. All terms of the Licenses are in effect and this letter in no way changes any term(s) therein.

Please sign and return this letter at your earliest opportunity.

If you have any questions about this matter, please do not hesitate contacting me.

Thank you,

Leslie Zinimerman AT&T Mobility – ASG Business Development - West Email: Leslie.ZImmerman@att.com Phone: (714) 448-1001

Alameda County Oakland-Alameda County Coliseum Authority

Printed Name

Title

Proof Sponsor of the U.S. Olympic Team

Approved as to Form and Legality

KL) KK City Attorney

OFFICE OF THE CIT OF ANY

C.M.S.

2013 JUN 20 PM 1: 25 Introduced by Councilmember _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN SPRINT SPECTRUM L.P. AND THE OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY AND CERTAIN RELATED MATTERS, AND AUTHORIZING THE CITY ADMINISTRATOR TO CONSENT TO A WIRELESS SUBLEASE AGREEMENT BETWEEN AT&T, VERIZON WIRELESS, SPRINT SPECTRUM L.P. AND THE OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY

WHEREAS, Sprint Spectrum L.P. ("Sprint/Nextel") has requested that the Oakland Alameda County Coliseum Authority (the "Authority") enter into a license agreement (the "License Agreement") allowing Sprint/Nextel 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 Sprint/Nextel cellular service within the Coliseum Complex; and

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

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

WHEREAS, AT&T has additionally requested that the Authority approve a sublease to Sprint/Nextel and Verizon to use the existing DAS at the Coliseum Complex under the terms of AT&Ts current lease; and

WHEREAS, the terms of AT&T's existing lease for the DAS require that the Authority not unreasonably deny or delay consent to such subleases; and

WHEREAS, the Authority approved both proposed agreements, 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 with Sprint/Nextel and to consent to the sublease requested by AT&T; 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 such agreements; and WHEREAS, the Authority determines that entering into these agreements 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 agreements; and

WHEREAS, staff has provided a true and correct copy of the License Agreement and the letter consenting to the sublease, as attached to the staff report which accompanies this resolution; and

WHEREAS, implementation of the agreements 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 Administrator is authorized to sign the letter requested by AT&T, consenting to the proposed sublease to Sprint/Nextel and Verizon, to use the existing **DAS** at the Coliseum Complex under the terms of AT&Ts current lease; 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 ail 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.

IN COUNCIL, OAKLAND, CALIFORNIA, ______, 20_____, 20_____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN

NOES -

ABSENT -

ABSTENTION ~

ATTEST:____

LaTonda Simmons City Clerk and Clerk of the Council of the City of Oakland, California