



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

A-15

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Department Name: General Services  
Department No.: 063  
For Agenda Of: August 18, 2009  
Placement: Administrative  
Estimated Tme:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

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**TO:** Board of Supervisors  
**FROM:** General Services Bob Nisbet, Director (805) 560-1011 *Just copy in Bob Nisbet*  
Contact Info: Paddy Langlands, Assistant Director (805) 568-3096  
**SUBJECT:** T-Mobile Lease Agreement at County Bowl and Clearwire Lease Agreement at County Bowl at 1126 N. Milpas Street, Santa Barbara; First Supervisorial District

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**County Counsel Concurrence**

As to form Yes

**Auditor-Controller Concurrence**

As to form Yes

**Other Concurrence:** Risk Manager

As to form Yes

**Recommended Actions:**

That the Board of Supervisors:

- a.) Execute the attached original and three duplicate original Lease Agreement between the County of Santa Barbara and Omnipoint Communications, Inc., d/b/a T-Mobile, not a local vendor (hereinafter "T-Mobile") for the placement of a wireless communication facility adjacent to the existing Verizon Wireless facility on the northwest portion of the County Bowl property, which is located near the intersection of Anapamu and Milpas Streets in Santa Barbara.
- b.) Authorize the General Services Director, or Designee, to execute the Development Agreement attached as Exhibit "E" to the Lease Agreement with T-Mobile.
- c.) Execute the attached original and duplicate original Lease Agreement between the County of Santa Barbara and Clear Wireless LLC, d/b/a Clearwire, not a local vendor (hereinafter "Clearwire") for the placement of a wireless communication facility adjacent to the existing Verizon Wireless facility on the northwest portion of the County Bowl property, which is located near the intersection of Anapamu and Milpas Streets in Santa Barbara.
- d.) Authorize the General Services Director, or Designee, to execute the Development Agreement to be agreed upon by both parties and will be attached as Exhibit "E" to the Lease with Clearwire.
- e.) Authorize that three wireless communication facilities (cell sites) on this property be the limit allowed by the County, which with the addition of the T-Mobile facility and the Clearwire facility to the existing Verizon facility would reach the allowable limit of three (3) facilities.

**Summary Text:**

These Lease Agreements will allow T-Mobile and Clearwire to each construct and operate a small wireless communication facility, consisting primarily of radio equipment cabinets, utilities, cables, lollipop antenna support structures, and panel antennas, on the County Bowl property in Santa Barbara. The facility will be located above the amphitheatre and out of the public view and access. The Bowl Foundation, the operator of the venue at this property, has agreed to the use, location and design of both T-Mobile's and Clearwire's proposed facilities. Together, both of these Leases have potential revenue of approximately \$1,250,000.00 over a twenty year period.

**Background:**

On December 5, 2006, the Board executed a similar lease between Verizon Wireless and the County to allow construction of Verizon's wireless facility at the County Bowl property in the same vicinity as these proposed facilities. The T-Mobile and Clearwire Leases propose similar terms and rents and would maximize the use of available space on the County Bowl property for these types of facilities without interfering with the master plan of the Bowl Foundation. The installation and location of both facilities was reviewed by the Santa Barbara Bowl Foundation's Facilities Committees and approved by the Foundation's Board. When the Foundation's Board granted their concurrence with the installation of these two cell sites, it was acknowledged that the County would not permit additional cell site facilities on the Bowl property (See Recommendation E).

**T-Mobile:**

The T-Mobile Lease is for an initial period of approximately five (5) years commencing on the date the Lease is executed by the Board. T-Mobile and the County have the option to renew the Lease for three additional terms of five (5) years each. If all the renewal periods are exercised, the lease will expire on June 30, 2029. T-Mobile will pay to the County a base annual rent of \$23,000.00. There will be a rent increase of three percent (3%) per year during the first 5-year term of the Lease and four percent (4%) per year during the additional terms of the lease. If all the lease renewal terms are exercised, the total lease revenue will be approximately \$650,000.00 over the 20-year period. It is noted that T-Mobile has agreed to a Development Agreement between T-Mobile and the County, which is attached to the Lease as Exhibit E. The Development Agreement will govern T-Mobile's installation and operation of the facility in lieu of a formal land use permit since the City of Santa Barbara declined jurisdiction over this project. This Agreement also stipulates that should the cell site facilities be found to be in conflict with future Bowl improvements, the carrier is responsible for a one-time relocation of the facilities at their expense.

**Clearwire:**

The Clearwire Lease is for an initial period of five (5) years commencing on November 1, 2009. Clearwire and the County have the option to renew the Lease for three additional terms of five (5) years each. If all the renewal periods are exercised, the lease will expire on October 31, 2029. Clearwire will

pay to the County a base annual rent of \$18,000.00. There will be a rent increase of five percent (5%) per year during the terms of the lease. If all the lease renewal terms are exercised, the total lease revenue will be approximately \$600,000.00 over the 20-year period. Execution of the Clearwire Lease by the Board is required in order for Clearwire to begin construction of their facility. It is noted that Clearwire and the County are finalizing a Development Agreement between Clearwire and the County, which will be attached to the Lease as Exhibit E. The Development Agreement will be similar in form to the Development Agreements with T-Mobile. This Agreement also stipulates that should the cell site facilities be found to be in conflict with future Bowl improvements, the carrier is responsible for a one-time relocation of the facilities at their expense.

**Fiscal and Facilities Impacts:**

Budgeted: No

**Fiscal Narrative:**

T-Mobile will pay base annual rent in the amount of \$23,000.00 (plus the 3% and 4% annual increases) and is responsible for all its utility charges and all costs associated with construction and maintenance of their facility and equipment. A \$5,000 security deposit is also being paid by T-Mobile to cover any damages to the Bowl property not repaired by T-Mobile.

Clearwire will pay base annual rent in the amount of \$18,000.00 (plus the 5% annual increase) and is responsible for all its utility charges and all costs associated with construction and maintenance of their facility and equipment. A \$5,000 security deposit is also being paid by Clearwire to cover any damages to the Bowl property not repaired by Clearwire.

The rental revenue will help fund the Employee University. The rent will be deposited to Non-Departmental Revenue 990, Fund 0001, Program 7300, Account 3409.

**Staffing Impacts:** None

**Special Instructions:**

After Board action, please distribute as follows:

- |   |   |
|---|---|
| 1. Original executed documents              | - Board's Official File   |
| 2. Duplicate original Leases & Minute Order | - Attn: Ronn Carlentine, General Services<br>Office of Real Estate Services |

Note: Upon receipt of the fully executed lease document, the Office of Real Estate Services will make copies of the Lease and Minute Order for their file and forward the duplicate original lease to T-Mobile and Clearwire.

**Attachments:**

- (4) T-Mobile Lease Agreement – Original plus three (3) duplicate originals
- (2) Clearwire Lease Agreement – Original plus (1) duplicate original

**Authored by:** Ronn Carlentine, Office of Real Estate Services

Project: T-Mobile at County Bowl  
APN: 029-110-023  
Folio: 003521  
Agent: JJS

**LEASE AGREEMENT**  
**T-MOBILE at County Bowl**

**THIS LEASE AGREEMENT** is made by and between the

COUNTY OF SANTA BARBARA,  
a political subdivision of the State of California,  
hereinafter referred to as "COUNTY,"

and

OMNIPOINT COMMUNICATIONS, INC.,  
a subsidiary of T-Mobile USA, Inc., a Delaware  
corporation, hereinafter referred to as "LESSEE,"

with reference to the following:

**WHEREAS**, COUNTY is the owner of that certain real property commonly known as the County Bowl (hereinafter "County Bowl"), and more particularly described as Assessor's Parcel Number 029-110-023, which property is used for the purposes of an events venue (hereinafter "Property") and is shown as the diagonally slashed area of Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, LESSEE currently operates and maintains a wireless communication network inside and outside the boundaries of Santa Barbara County; and

**WHEREAS**, LESSEE wishes to improve its communication network by installing and operating a wireless communication facility used for providing cellular telephone service, as defined herein, on the said Property; and

**WHEREAS**, LESSEE desires to enter into a lease agreement (hereinafter "Agreement"), with the COUNTY to occupy and use a portion of said Property for a wireless communication facility subject to the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the provisions, covenants, and conditions, contained herein, the parties agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for the COUNTY by the COUNTY'S Department of General Services.

2. **LEASED AREA:** COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY the specific portion of the Property to be occupied by LESSEE'S wireless communication facility (hereinafter "Site") as shown on Exhibit "B", attached hereto and incorporated herein by reference.

3. **ACCESS TO THE SITE:** LESSEE shall access the Site during the normal operating hours of the Property. LESSEE shall only access the Site on the access road marked on the architectural plans attached hereto as Exhibit "C" and by reference made a part hereof. For any other required access (emergency situations and equipment failure excepted), LESSEE shall give reasonable notice, which shall be defined as five (5) business days, to the COUNTY'S Real Property Manager prior to gaining access to the Site. In the event emergency or equipment failure access is required, LESSEE may access the Site and shall immediately notify the COUNTY'S Real Property Manager at (805) 568-3078. LESSEE shall not disturb the public events held at the venue on the Property and LESSEE shall not access the Site during such public events unless such emergency or equipment failure access is required. COUNTY shall not be responsible for maintaining the access road to the Site.

COUNTY shall not be liable to LESSEE for lack of access to the Site as a result of natural causes. However, in the event that the Site becomes inaccessible as a result of natural causes, COUNTY shall to the extent necessary cooperate with LESSEE to restore access in a timely fashion.

LESSEE shall comply with all COUNTY security programs and policies.

4. **PURPOSE AND USE:** LESSEE shall use the Site to construct, maintain, repair, alter, replace and/or remove or have constructed, maintained, repaired, altered, replaced, and/or removed all or any portion of LESSEE'S wireless communication facility, including but not limited to, the equipment shelter, radio equipment, antenna support structures, antennas, utility conduits, poles, wires, anchors, guys, and all other appurtenant equipment and operations approved by COUNTY which are incidental thereto and necessary to operate and maintain LESSEE'S wireless communication facility (hereinafter "Facility"), and to transmit and receive communication signals in any and all frequencies which do not interfere with other wireless communications existing as of the date of this Agreement, and for all purposes incidental thereto.

LESSEE'S use of the Site shall conform to the equipment and antenna specifications described in Exhibit "D", attached hereto and by reference made a part hereof. LESSEE shall not expand its use of the Site beyond the scope of said specifications nor use the Site for any other purposes without the express written consent of the COUNTY'S Real Property Manager, at the address of 1105 Santa Barbara Street, Santa Barbara, CA 93101 and shall comply with all requirements of any and all permits. It is understood and agreed to by each party that LESSEE shall have the right to make changes to and replacements of equipment which are of a substantially similar or "like-kind" nature without having to obtain the consent of COUNTY, provided such changes do not alter the square footage of the lease area of the Site nor change the visual impact or

appearance of LESSEE'S Site and Facility. LESSEE shall notify COUNTY in writing of any such changes made to LESSEE'S Facility without COUNTY'S consent.

5. **TERM**: The term of this Agreement is for a period of five (5) years, more or less, commencing on the date fully executed by COUNTY (hereinafter "Commencement Date") and terminating on June 30, 2014, unless sooner terminated as hereinafter provided.

6. **EXTENSION AND RENEWAL OF LEASE**: In the event this Agreement has not otherwise been terminated and LESSEE is not in default (after expiration of all cure periods) at the end of the above-referenced term, then such term may be extended for three (3) additional terms of five (5) years each upon mutual agreement of LESSEE and COUNTY. All extensions shall be requested by LESSEE in writing at least sixty (60) days prior to the termination of the then current term and shall be extended upon mutual agreement of LESSEE and COUNTY, and such extensions shall be set forth as follows:

Extension Period One, 5 years	July 1, 2014 through June 30, 2019
Extension Period Two, 5 years	July 1, 2019 through June 30, 2024
Extension Period Three, 5 years	July 1, 2024 through June 30, 2029

In the event of any such extensions the rent shall be calculated as per Section 8, **RENT**, or such other basis as the parties may then agree.

7. **SECURITY DEPOSIT**: A deposit ("Security Deposit") in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) shall be due to COUNTY within thirty (30) days of the Commencement Date of this Agreement. COUNTY shall have the right to use monies from this Security Deposit to make any repairs or equipment removal not made by LESSEE for which LESSEE is otherwise obligated to make and to restore the Site in the event LESSEE does not properly do so according to its obligations as set forth in Section 12, **ABANDONMENT OF SITE/DISPOSITION OF PERSONAL PROPERTY** or Section 34, **SURRENDER OF PREMISES**, herein. In the event that, during the course of this Agreement, COUNTY is required to use a portion of the Security Deposit to make repairs, then LESSEE shall, within thirty (30) days of such repairs, reimburse the Security Deposit the monies used by COUNTY in connection with the repairs. At the expiration or earlier termination of this Agreement, notwithstanding the provisions of Section 34, **SURRENDER OF PREMISES**, COUNTY shall refund any remaining monies from the Security Deposit to LESSEE.

8. **RENT**: The annual rent payable by LESSEE to COUNTY during the first year of this Agreement shall be TWENTY THREE THOUSAND DOLLARS and 00/100 (\$23,000.00) lawful money of the United States of America due on the Commencement Date of this Agreement. The base annual rent for the first year shall be prorated from the Commencement Date through June 30, 2010.

Thereafter, payments shall be made annually, in advance, on or before the first day of July 1st of each and every calendar year beginning in the year 2010. Rent due for any period during the term hereof which is for less than one (1) calendar year shall be prorated based upon a three hundred sixty-five (365) day year. The annual rent shall be subject to adjustment as set out in Sections 8 and 9, **RENT** and **COST OF LIVING ADJUSTMENT**, below. If rent is not paid ten

(10) days after the date due (the Commencement Date or any anniversary thereof), upon written notification from COUNTY that rent is late, interest will accrue on the unpaid balance at ten percent (10%) per annum from the date it became due until it is paid.

Rental payments shall be made payable to "County of Santa Barbara" and sent to COUNTY at the address as stated in Section 25, NOTICES, herein below.

Upon expiration of the initial term of this Agreement, and prior to the exercise of each and every extension or renewal under Section 6, EXTENSION AND RENEWAL OF LEASE, COUNTY shall perform a fair market rent survey and an analysis of applicable County policy(s), the purpose of which is to determine the then current fair market rental terms for the Site. It is acknowledged that the Site consists of the Leased Area only and that the value of any improvements thereto shall not be considered in the rent survey. Upon completion of the rent survey, COUNTY and LESSEE shall execute an Amendment to this Agreement establishing such new annual rental terms. Such adjusted annual rental terms shall go into effect upon termination of the then current term of this Agreement. LESSEE shall not be relieved of its obligation to pay the annual rent otherwise due while the parties agree to the fair market rent at the commencement of each extension period. Any such increase in rent shall be paid to COUNTY within thirty (30) days upon full execution of an Amendment.

Each party agrees that it will use good faith bona fide efforts to determine the rent for each extension period. If the parties cannot agree upon a fair market rent sixty (60) days prior to the expiration of the initial term or any renewal thereafter, either party may select a qualified Member of the Appraiser's Institute (MAI) familiar with the value of such real property rents to act as an arbitrator. The objecting party shall pay for the cost of the arbitrator's fee.

If, at the expiration of the then current term both parties have not accepted the new fair market rental amount, then this Agreement shall terminate and all rights of LESSEE shall cease and LESSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Site and Facility.

9. **COST OF LIVING ADJUSTMENT:** Beginning July 1, 2010, and on each and every anniversary of this date, the annual rent provided in Section 8, RENT, above shall be subject to a Cost of Living Adjustment and shall be increased from the annual rent payable during the immediately preceding year of the lease term by three percent (3%) during the initial term of this Agreement as defined in Section 5, TERM, and by four percent (4%) during all subsequent terms of the Agreement.

10. **SITE SUITABILITY:** LESSEE has investigated the Property and the Site and has determined that they are suitable for LESSEE'S intended operations, and therefore, LESSEE hereby accepts, by way of executing this Agreement, the Site in its existing condition.

**LESSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PROPERTY OR SITE, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY LESSEE.**

11. **CONSTRUCTION AND IMPROVEMENTS:** LESSEE shall, at its sole expense, erect and maintain the Facility in accordance with the design specifications of the

architectural plans described in Exhibit "C", attached hereto. LESSEE shall give COUNTY no less than ten (10) days written notice prior to the commencement of any work in, on, or about the Site and shall keep the Property and Facility free and clear of liens for labor and materials.

Immediately after the execution of this Agreement, a pre-construction meeting for the Facility will be scheduled with COUNTY, through the Real Property Manager, at the Site to review project procedures, designation of project and/or construction managers, and project scheduling. LESSEE shall submit to the Real Property Manager, or its designated agent, periodic status reports indicating description of finished work and milestones.

Upon compliance with all required permitting, construction of the Facility shall begin promptly after the Commencement Date and shall be pursued expediently to completion. Copies of the required Land Use Development Agreement and Building Permit(s) are attached hereto and by reference made a part hereof as Exhibits "E" and "F", respectively. In the event of a conflict between the terms of the Land Use Development Agreement attached hereto as Exhibit "E" and the terms of this Agreement, the terms of this Agreement shall control.

Any work done on or around the Site shall conform to the construction schedule described in Exhibit "G", attached hereto and by reference made a part hereof. LESSEE shall, during all phases of construction, have a designated representative present on the Site to monitor construction and ensure compliance with the aforementioned work plan. In addition, COUNTY, through its General Services Department may, at its option, have a designated representative on Site who, during all phases of construction, shall have the right to suspend and/or terminate any and all phases of such construction that do not substantially comply with Exhibits "C", "D", "E" or "F".

In the event that LESSEE wishes to alter or improve the Site in additional ways not anticipated by this section, LESSEE shall obtain the advance written approval from COUNTY'S Real Property Manager, which approval shall not be unreasonably withheld; and LESSEE shall comply with all requirements of any applicable permits.

The requirements relating to construction set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to entitle LESSEE to undertake construction of the Facility nor additional future improvements without complying with all permitting required by COUNTY in its governmental capacity.

COUNTY warrants that it has the right and the ability to enter into this Agreement on the subject Property.

**12. ABANDONMENT OF SITE/DISPOSITION OF PERSONAL PROPERTY:**

LESSEE shall not abandon, vacate, or surrender the Site at any time during the term of this Agreement and if LESSEE does abandon, vacate, or surrender said Site, any personal property belonging to LESSEE and left on the Site more than sixty (60) days after such abandonment, vacation or surrender shall be deemed abandoned at the option of the COUNTY, and title to such shall pass to COUNTY. This provision shall also apply to personal property left after the termination or other expiration of this Agreement and any applicable removal periods as described in Section 34, SURRENDER OF PREMISES.

**13. NONINTERFERENCE:**

A. Property: LESSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, tenants, LESSEE'S, invitees, agents and/or contractors,



to use any portion of the Property, the Site, or the Facility in any way which interferes with the use of the Property by COUNTY. Such interference shall be deemed a material breach, and in the event of such interference caused by LESSEE, LESSEE shall terminate said interference promptly upon notice from COUNTY. In the event LESSEE fails to stop such interference within forty-eight (48) hours after receipt of such notice, LESSEE shall cease operation of the Facility until such interference is eliminated.

B. Telecommunications: LESSEE shall meet and comply with all non-interference rules of the Federal Communications Commission (hereinafter "FCC"). Subject to LESSEE'S rights hereunder, LESSEE shall not use, nor shall LESSEE permit its employees, invitees, agents or any others under its control to use the Property or Site in any way which materially interferes with the operations of other telecommunications users on the Property existing as of the date of execution of this Agreement. Upon written notification from COUNTY, any such interference shall be deemed a material breach of this Agreement by LESSEE, and LESSEE shall have the responsibility to terminate said interference. LESSEE acknowledges that continuing interference may cause irreparable injury to other telecommunications users. Therefore, in the event LESSEE does not terminate said interference within forty-eight (48) hours of written notice from COUNTY, LESSEE shall cease operation of the Facility until such interference is eliminated, and such user(s) shall have the right to bring an action to enjoin such interference and collect damages from LESSEE.

In the event COUNTY constructs or allows to be constructed, a telecommunications facility on the Property, then COUNTY, its employees, invitees, agents, lessees, licensees or any others under its control, shall not use said facility in any way which materially interferes with the operations of LESSEE. Upon written notification from LESSEE, any such interference shall be deemed a material breach of this Agreement by COUNTY, and COUNTY shall have the responsibility to promptly terminate said interference within fifteen (15) days of such notice. In the event such interference is not eliminated within fifteen (15) days of notice from LESSEE, LESSEE shall have the right to bring an action to enjoin such interference and to collect damages.

C. Emergency: In the event of an emergency which threatens bodily harm and involves COUNTY in its governmental capacity, COUNTY may temporarily interrupt LESSEE'S use without LESSEE'S consent. COUNTY shall cooperate with LESSEE in the restoration of use when COUNTY has determined, in COUNTY'S sole and reasonable discretion that the emergency has ended.

D. Equipment Modification: LESSEE shall obtain the written consent of COUNTY prior to any proposed change in LESSEE'S use; including but not limited to power, location or size of the Facility. Notwithstanding the preceding sentence, LESSEE, upon notice to COUNTY, may modify or upgrade its equipment and antennas, so long as such alterations do not change their power, or exterior location or size, or otherwise exceed the limits set forth in Section 4, PURPOSE AND USE, or in Exhibit "D" of this Agreement; without the written consent of COUNTY. LESSEE may remove its radio equipment, antennas, cabling, back up batteries and related equipment at any time.

E. Relocation: COUNTY reserves the right to reasonably designate a new location for LESSEE'S Facility, or any portion of said Facility including but not limited to the Alpha Antenna Sector as shown on Exhibit "C" attached hereto, and to require LESSEE to move said Facility elsewhere on the Property, provided that COUNTY shall give LESSEE at least one

hundred eighty (180) days written notice of the relocation, and to the extent feasible, the new location shall be similar to LESSEE'S then-current Site in size and shall be compatible for LESSEE'S use in LESSEE'S good faith discretion, and LESSEE'S service will not be interrupted (LESSEE shall to the extent feasible be allowed if necessary to place a temporary wireless facility and antenna structure on the Property during such relocation). In the event LESSEE is required to relocate the portion of said Facility referred to as Alpha Antenna Sector (including all related equipment and cables), LESSEE shall bear the sole expense of said move on one occurrence only. In the event LESSEE is required to relocate any other portion of said Facility, COUNTY shall solely bear the construction costs to relocate said Facility.

14. **UTILITY CHARGES:** LESSEE, upon obtaining the required permits and approvals, shall have the right to install and maintain the necessary mains and ancillary equipment required to bring utility service to the Site and Facility at its sole cost and expense; provided, however, that prior to the start of LESSEE'S construction, LESSEE shall furnish COUNTY with written approval from Verizon Wireless that LESSEE has the right to use the electrical and telephone utilities brought to the Site by Verizon Wireless. All accounts for such utilities shall name LESSEE as the responsible party.

LESSEE shall be responsible for supplying and maintaining all power and utilities for the Site and Facility. LESSEE shall pay when due all charges for utilities used by LESSEE.

15. **TAXES AND ASSESSMENTS:** This Agreement may confer A POSSESSORY INTEREST on LESSEE and LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to LESSEE'S Facility may be levied upon said Property, Facility and/or Site during the term of this Agreement.

16. **MAINTENANCE AND REPAIR/GRAFFITI REMOVAL:** LESSEE agrees to keep in good maintenance and repair, at its sole expense, the Site and Facility, and any portion of COUNTY'S water tanks utilized in connection with LESSEE'S Facility. If LESSEE delays in making any repairs so that it becomes necessary for COUNTY, for sake of the operation of the Property, to make such repairs, then COUNTY shall have the right to do so and use monies from the Security Deposit to pay the cost of such repairs.

LESSEE shall, within twenty (20) days of notice from COUNTY, remove or have removed graffiti from the Facility and Site at its sole expense.

17. **ASSIGNMENT/SUBLEASE/HYPOTHECATION:** LESSEE shall not assign, license, or sublease the Site or any part thereof or any right or privilege appurtenant thereto without COUNTY'S written consent which consent shall not be unreasonably withheld.

LESSEE shall not mortgage, pledge, hypothecate, or encumber the Property, the Site, or any interest therein, including without limitation its leasehold; nor shall LESSEE mortgage, pledge, hypothecate, or encumber any improvements placed upon the Property or Site whether such improvement is placed thereon before or after the date of execution of this Agreement.

Any attempt to assign, license, sublease, mortgage, pledge, hypothecate or in any other way encumber LESSEE'S rights under this Agreement or LESSEE'S interest in the Site without COUNTY'S consent shall be void and without legal effect.

Notwithstanding the above, upon written notification to COUNTY, LESSEE may assign this Agreement to its parents, partners, or affiliates, or to an entity that purchases all or substantially all of LESSEE'S assets provided, however, that LESSEE remains surety for the performance of its assignee. LESSEE shall notify COUNTY if an entity purchases all or substantially all of LESSEE's assets.

18. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LESSEE may be merged.

19. **INDEMNIFICATION:** LESSEE shall defend, indemnify, and save harmless COUNTY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof by LESSEE; including, but not limited to, any act or omission to act on the part of LESSEE or its agents, employees, or other independent contractors directly responsible to LESSEE; except those claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

LESSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

20. **INSURANCE:** Certificate(s) of Insurance shall be furnished to COUNTY immediately upon execution of this Agreement and annually thereafter. Such insurance coverages, in the minimum limits as specified below, shall be maintained throughout the term of the Agreement. COUNTY shall have the right to review from time to time the minimum limits as established below. In the event of a change in the minimum limits, COUNTY shall inform LESSEE of such change by giving written notice to LESSEE not less than sixty (60) days prior to the expiration date of any existing insurance policy or policies. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Failure to comply with the insurance requirements shall place LESSEE in default. Upon request by COUNTY, LESSEE shall provide certified copies of any insurance policies to COUNTY within fifteen (15) working days.

A. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employees Liability Insurance shall cover all LESSEE'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by COUNTY.

B. **General and Automobile Liability Insurance.** The General Liability Insurance shall include personal injury liability, shall afford coverage for product liability, shall afford coverage for all premises and operations of LESSEE, and shall include contractual liability

coverage for this Agreement. The Automobile Liability Insurance shall cover all owned, non-owned, and hired motor vehicles which are operated on behalf of LESSEE pursuant to LESSEE'S activities hereunder.

COUNTY and its officers, employees, and agents shall be included as "Additional Insureds" on all policies and a copy of the endorsement evidencing that the COUNTY has been added as a named additional insured on the policy must be attached to the certificate of insurance. The limit of liability of said policy or policies shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, \$2,000,000 in the aggregate.

Personal injury coverage should also be in the amount of \$1,000,000 per person and \$2,000,000 in the aggregate. Said policy or policies shall contain a provision that such insurance as is afforded by the policy shall be primary and contributory to the full limits stated in the declarations, and if COUNTY has other valid and collectible insurance for a loss covered by this policy, COUNTY'S other insurance shall be excess only. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

C. Property Insurance. The Property Insurance shall provide all risk property coverage on a replacement cost basis for the Facility and Site. Said Property Insurance shall contain an agreement under which the insurance company or companies supplying said policy shall notify COUNTY in writing at least thirty (30) days prior to cancellation of all or any part of such policy.

In the event of any loss to any property that is subject to this Agreement which is caused by any occurrence that is covered by such all risk property insurance, LESSEE shall be responsible for any payment of LESSEE'S deductible under LESSEE'S policy of insurance.

All property insurance carried by LESSEE shall include provisions denying to the insurer, acquisition by subrogation of rights of recovery against the other party to the extent the rights have been waived by the insured prior to occurrence of loss or injury.

21. **NONDISCRIMINATION:** LESSEE shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

22. **ENVIRONMENTAL IMPAIRMENT:** LESSEE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property, Facility or Site due to LESSEE'S use and occupancy, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor. LESSEE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments,

litigation costs, reasonable attorney's fees, and consulting engineering and construction costs) incurred by COUNTY as a result of LESSEE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LESSEE'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, except to the extent caused by the negligence or willful misconduct of COUNTY.

LESSEE agrees that during all maintenance on the Property by COUNTY, while following the procedures and guidelines set forth by the Occupational Safety and Health Administration (OSHA) and the FCC implementing the National Environmental Policy Act of 1969, when continuing transmission is deemed unsafe for COUNTY personnel due to radiation (based upon standards promulgated by a governmental authority having jurisdiction over LESSEE), the effected transmitters of LESSEE will be turned off until the unsafe condition no longer exists. The earliest practicable notice will be given to LESSEE using the information in Exhibit "D".

23. **TOXICS:** LESSEE shall not manufacture or generate hazardous wastes on or in the Facility, Site, Property, or surrounding property unless specifically authorized by this Agreement. LESSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LESSEE, its agents, employees, or designees on or in the Facility, the Site, Property, or surrounding property during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LESSEE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

24. **COMPLIANCE WITH THE LAW:** LESSEE shall comply with all local, County, State, and Federal laws, rules, and regulations affecting the Site, Facility, or Property now or hereafter in effect.

25. **NOTICES:** Any notice to be given to the parties shall be in writing and shall be served, either personally or by mail, to the following:

COUNTY: County of Santa Barbara  
General Services Department  
1105 Santa Barbara Street  
Santa Barbara, CA 93101  
Attn: Real Property Manager

LESSEE: OmniPoint Communications, Inc.  
d/b/a T-Mobile USA  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

26. **DEFAULT:** Except as otherwise required herein, should LESSEE at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to LESSEE specifying the particulars of the default and LESSEE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, this Agreement shall terminate at the option of the COUNTY; unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case LESSEE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

27. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including but not limited to the following:

A. The nondefaulting party may waive the default or breach in accordance with Section 28, **WAIVER**, herein below.

B. The nondefaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where LESSEE is the nondefaulting party, LESSEE may terminate the Agreement and surrender use of the Site.

D. Where COUNTY is the nondefaulting party, COUNTY may terminate the Agreement and LESSEE shall vacate within sixty (60) days of written notice from COUNTY.

28. **WAIVER:** It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be, nor construed to be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

29. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.

30. **TERMINATION:** This Agreement shall terminate and all rights of LESSEE shall cease and LESSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Site:

A. Upon expiration or earlier termination of the Agreement as provided in Section 5, **TERM**; or

B. Upon the failure of LESSEE to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 26, **DEFAULT**; or

C. As provided in Section 31, **DESTRUCTION**; or

D. In the event LESSEE is found to be in material non-compliance with Exhibits "C", "D", "E" or "F" of this Agreement and such non-compliance is not resolved in a timely fashion; or

E. After making all reasonable and bona fide efforts to obtain applicable certificates, permits and approvals, if any of LESSEE'S applications for applicable certificates, permits and other approvals issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that LESSEE will no longer be able to use the Site for its intended purposes or the LESSEE reasonably and in good faith determines that the Site is no longer technologically feasible for its intended use. Such termination shall be effective upon written notice to COUNTY in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by COUNTY; provided, however, that LESSEE must provide COUNTY with 12 months written notice of its intention to terminate this Agreement for technological reasons.

31. **DESTRUCTION:** If the Facility or the Site is partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY, shall terminate.

32. **HOLDING OVER:** Should LESSEE occupy the Site after the expiration date of this Agreement or any extension thereof, with the consent of the COUNTY, expressed or implied, such possession shall be construed to be a tenancy from month to month and LESSEE shall pay COUNTY for such tenancy at the monthly rate in effect on the expiration date.

33. **AGENCY DISCLOSURE:** LESSEE acknowledges that the General Services Department, Facilities Services Division, of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for LESSEE nor a dual agent in this transaction.

34. **SURRENDER OF PREMISES/TITLE TO FACILITY:** Upon expiration or termination of this Agreement, LESSEE shall vacate and surrender possession of, and any claim to the Site, leaving it in good condition, except for ordinary wear and tear.

During the term of this Agreement, title to the Facility shall vest with LESSEE. For purposes of this Section, coaxial cable, radios, radio equipment, antennas, and other similar electronic equipment shall not be a part of the Facility, and LESSEE shall retain title to such upon expiration or termination of this Agreement.

Upon expiration of the term of this Agreement (or any extension thereof), or earlier termination as provided herein, and at COUNTY'S option, title to the Facility and utilities and/or utility conduits thereon shall pass to COUNTY and LESSEE shall execute whatever documents are reasonably requested by COUNTY to evidence such passing of title.

Notwithstanding the foregoing, LESSEE shall remove the Facility within sixty (60) days after the date of such expiration or termination and restore the Site to good condition. Alternatively, upon such expiration or termination, COUNTY may request in writing at least thirty (30) days prior to such expiration or termination the removal of the Facility, in whole or in part, and if COUNTY so requests, LESSEE shall remove or have said Facility, or such lesser portions as COUNTY may request, removed as soon as is practicable at LESSEE'S sole cost.

Upon completion of LESSEE'S removal of its Facility, LESSEE shall provide the COUNTY with written notice that said Facility has been removed and the Site has been restored to good condition.

35. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

36. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

37. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and LESSEE to its terms and conditions or to carry out duties contemplated herein.

38. **PERMITTED PERSONNEL:** LESSEE shall be solely liable for all actions of its agents, employees, contractors, subcontractors, and any others it permits on the Property or Site and shall be responsible for any and all damages resulting from their actions.

39. **FIRE DAMAGE:** LESSEE agrees to hold COUNTY harmless and indemnify COUNTY from any damage or injury to COUNTY, other persons or to property resulting from any fire caused by LESSEE, its agents, employees, or permittees, except to the extent such fire is caused by the acts or omissions of COUNTY.

40. **CONDEMNATION:** In the event the Building or any part thereof is taken by condemnation, eminent domain, or any such proceeding that precludes access to or use of the Site, COUNTY shall have the exclusive right to control the defense of any such action in condemnation or eminent domain and to defend any such action and settle the same in COUNTY'S absolute discretion. LESSEE agrees that COUNTY shall have the right, but not the obligation, to defend or settle any such action in condemnation or eminent domain affecting any of LESSEE'S installations at the Site.

LESSEE shall receive from COUNTY such proportionate amount of the judgment, award, or settlement as shall be attributable to LESSEE'S interests.

In the event possession of the Site or partial possession of the Site is obtained by a public agency other agency empowered to take by eminent domain, in a manner which precludes LESSEE'S intended use, this Agreement shall terminate as of the effective date of possession and upon such termination, any obligation of LESSEE to pay rent shall cease with the payment of the prorated portion of rental obligations up to said termination date. Any prepaid rent shall be returned to LESSEE from the effective date of possession.



In the event of a partial taking, this Agreement may continue at COUNTY'S option, however, rent hereunder may be reduced proportionately.

41. **BANKRUPTCY**: If LESSEE is adjudged bankrupt, this Agreement shall immediately terminate and the same shall not be treated as an asset of LESSEE after such adjudication, nor shall it pass to the control of any trustee or assignee of LESSEE by virtue of any process in bankruptcy or insolvency by execution or attachment.

42. **CONSTRUCTION**: The parties to this Agreement agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

43. **FACSIMILE SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

44. **ENTIRE AGREEMENT**: The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

[SIGNATURE PAGE FOLLOWS]

Project: T-Mobile at County Bowl  
APN: 029-110-023  
Folio: 003521  
Agent: JJS

**IN WITNESS WHEREOF**, COUNTY and LESSEE have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Chair, Board of Supervisors

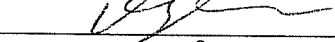
By: \_\_\_\_\_  
Deputy

Effective Date: \_\_\_\_\_

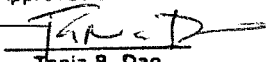
APPROVED AS TO ACCOUNTING:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER


"LESSEE"  
OMNIPOINT COMMUNICATIONS, INC.,  
a subsidiary of T-Mobile USA, Inc.,  
a Delaware corporation

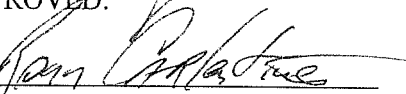
By:   
Deputy


By:   
Name: Denny Bazzano  
Title: Director of Eng/ops

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

Approved as to form  
By:   
Tania B. Dao  
Corporate Counsel

By:   
Deputy

APPROVED:  
  
Ronn Carlentine, SR/WA  
Real Property Manager

APPROVED AS TO INSURANCE FORM:  
  
Ray Aromatorio, ARM, AIC  
Risk Program Administrator

**“PROPERTY”**  
Exhibit “A”

**“SITE”**  
Exhibit “B”

**“ARCHITECTURAL PLANS”**  
Exhibit “C”

**“EQUIPMENT AND ANTENNA SPECIFICATIONS”**  
Exhibit “D”

**“LAND USE AGREEMENT”**  
Exhibit “E”

**“BUILDING PERMITS”**  
Exhibit “F”

**“CONSTRUCTION SCHEDULE”**  
Exhibit “G”

# EXHIBIT "A" - PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

## PARCEL ONE:

THAT PORTION OF SECTION 15, IN TOWNSHIP 4 NORTH, RANGE 27 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE TRACT CONVEYED BY SHIHI TO HERMAN SEXAUER, BOOK 147, PAGE 479, OF DEEDS, SANTA BARBARA COUNTY RECORDER'S OFFICE, WITH THE PUEBLO LINE;

THENCE 1ST, ALONG THE LINE BETWEEN SAID TRACT CONVEYED TO SAID SEXAUER AND THE RIVERA, NORTH 0°01' EAST 940.05 FEET TO AN ANGLE POINT IN LOT 9 AS SHOWN ON A MAP ENTITLED "GARCIA HEIGHTS" NO. 2 AND FILED IN BOOK 15, PAGE 16, SANTA BARBARA COUNTY RECORDS;

THENCE 2ND, ALONG THE LINE OF SAID LOT 9, SOUTH 88°45' WEST 146.71 FEET TO A BRASS CAP 2 INCH PIPE MONUMENT;

THENCE 3RD, LEAVING SAID LOT 9, SOUTH 4°47' WEST 934.26 FEET TO SAID PUEBLO LINE FROM WHICH A SIMILAR MONUMENT THEREON BEARS SOUTH 88° 32' EAST, 63.42 FEET;

THENCE 4TH, ALONG SAID PUEBLO LINE SOUTH 88°32' EAST 224.07 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE COUNTY OF SANTA BARBARA RECORDED AUGUST 12, 1935, IN BOOK 337, PAGE 321, OFFICIAL RECORDS OF THE COUNTY OF SANTA BARBARA, CALIFORNIA.

## PARCEL TWO:

THAT PORTION OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 27 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP SURVEY MONUMENT ON THE WESTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO THE COUNTY OF SANTA BARBARA BY THE WILLIAM R. STAATS COMPANY, BY DEED FILED IN BOOK 342, PAGE 156, OFFICIAL RECORDS OF SANTA BARBARA COUNTY, WHICH POINT IS THE SOUTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO THE SANTA BARBARA SCHOOL DISTRICT BY DEED FILED IN BOOK 155, PAGE 327 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF THE LAST MENTIONED LAND NORTH 85°20' WEST 249.23 FEET TO A BRASS CAP SURVEY MONUMENT; THENCE SOUTH 11°12' WEST 533.97 FEET TO THE NORTHWEST CORNER OF AN EASEMENT GRANTED TO THE COUNTY OF SANTA BARBARA BY DEED FILED IN BOOK 351, PAGE 459, OF OFFICIAL RECORDS OF SANTA BARBARA COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID EASEMENT SOUTH 88°33' EAST 83.69 FEET TO SAID WESTERLY LINE OF THE FIRST MENTIONED LAND OF THE COUNTY OF SANTA BARBARA; THENCE NORTH 27°58' EAST 572.51 FEET TO THE POINT OF BEGINNING.

## PARCEL THREE:

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10 AND OF GOVERNMENT LOT 2, SECTION 15, TOWNSHIP 4 NORTH, RANGE 27 WEST, SAN BERNARDINO MERIDIAN, AND A PART OF LOT 70 OF THE OUTSIDE PUEBLO LANDS OF THE CITY OF SANTA BARBARA, COMMONLY KNOWN AS AND CALLED "COVE MOUND TRACT" OF HAMMELL'S ADDITION, IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK "B", PAGE 305 OF MISCELLANEOUS RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 2 OF GARCIA HEIGHTS NO. 2, AS PER MAP RECORDED IN BOOK 15, PAGE 16 OF MAPS, RECORDS OF SAID COUNTY; THENCE SOUTH 0°30' EAST 25 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°46' WEST 339.73 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO SANTA BARBARA SCHOOL DISTRICT RECORDED IN BOOK 155, PAGE 330 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID LAND, SOUTH 3°40' WEST 347.17 FEET TO THE SOUTHEAST CORNER OF SAID LAND; THENCE SOUTH 77°58' WEST 652.51 FEET TO THE NORTHERLY LINE OF SAID PUEBLO LANDS OF THE CITY OF SANTA BARBARA, AT A POINT THEREON DISTANT SOUTH 88°32' EAST 60.27 FEET FROM AN ANGLE POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 11 IN THE DEED TO THE WILLIAM R. STAATS CO., RECORDED IN BOOK 81, PAGE 161, OF SAID OFFICIAL RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID PUEBLO LANDS, SOUTH 88°32' EAST 439.94 FEET TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO WALLACE B. BROWN, RECORDED IN BOOK 245, PAGE 107, OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED, SOUTH 3°51' WEST 23.99 FEET TO A POINT IN A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 4.321 FEET, TO A RADIAL LINE FROM SAID POINT HAVING A BEARING OF SOUTH 24°33' 40" EAST; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA OF 91°13' 40" A DISTANCE OF 68.80 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 23°20' EAST 58.27 FEET; THENCE NORTH 36°04' EAST 120.88 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO GEORGE A. BATCHELDER, RECORDED IN BOOK 78, PAGE 325, OF SAID OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF THE LAST MENTIONED LAND, NORTH 4°47' EAST 934.26 FEET TO THE TRUE POINT OF BEGINNING.

## PARCEL FOUR:

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10 AND OF LOT 2 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 27 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 2 OF GARCIA HEIGHTS NO. 2 AS PER MAP RECORDED IN BOOK 15, PAGE 16 OF MAPS, RECORDS OF SAID COUNTY; THENCE SOUTH 0°30' EAST 25 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 4°47' WEST 934.26 FEET TO A MONUMENT IN THE NORTHERLY LINE OF THE PUEBLO LANDS OF THE CITY OF SANTA BARBARA; THENCE NORTH 32°42' EAST 228.26 FEET; THENCE NORTH 4°55' EAST 235.20 FEET; THENCE NORTH 8°53' EAST 379.64 FEET; THENCE NORTH 41°44' WEST 188.68 FEET TO THE TRUE POINT OF BEGINNING.

## PARCEL FIVE:

AN EASEMENT FOR A RIGHT OF WAY AS A MEANS OF INGRESS AND EGRESS, IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED IN DEED TO THE COUNTY OF SANTA BARBARA, RECORDED AUGUST 12, 1935, AS INSTRUMENT NO. 5661, IN BOOK 337, PAGE 321, OFFICIAL RECORDS.

## PARCEL SIX:

THAT PORTION OF LOT 70 OF THE OUTSIDE PUEBLO LANDS OF THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND BEING ALSO A PORTION OF WHAT IS COMMONLY KNOWN AS AND CALLED "COVE MOUND TRACT" OF HAMMELL'S ADDITION AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF MILPAS STREET DISTANT THEREON 265.03 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF ANAPAJU STREET, SAID POINT OF BEGINNING BEING ALSO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO DELL W. SHIHI, RECORDED IN BOOK 118, PAGE 414, OF DEEDS, IN THE COUNTY RECORDER'S OFFICE OF SANTA BARBARA COUNTY, CALIFORNIA;

THENCE ALONG NORTHWESTERLY LINE OF SAID SHIHI, NORTH 36°05' EAST 460.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 10°02' EAST 24.95 FEET; THENCE SOUTH 47°58' WEST 80.19 FEET TO A POINT ON SAID NORTHEASTERLY LINE OF LAND DESCRIBED IN DEED TO SAID SHIHI; THENCE NORTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE TRUE POINT OF BEGINNING.

## PARCEL SEVEN:

THAT PORTION OF PUEBLO LOT NO. 70 OF THE CITY OF SANTA BARBARA, SITUATE IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND BEING ALSO A PORTION OF WHAT IS COMMONLY KNOWN AS AND CALLED "COVE MOUND TRACT" OF HAMMELL'S ADDITION IN SAID CITY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK "B", AT PAGE 305 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF ANAPAJU STREET WITH THE NORTHEASTERLY LINE OF MILPAS STREET; THENCE SOUTH 50°17' EAST, ALONG SAID NORTHWESTERLY LINE OF MILPAS STREET, 160.54 FEET; THENCE NORTH 36°04' EAST 126.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 229.25 FEET AND A DELTA OF 14°54' 40"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE END THEREOF; THENCE NORTH 21°09' 20" EAST 35.35 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 58.24 FEET AND A DELTA OF 45°19' 40"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE END THEREOF; THENCE NORTH 66°30' EAST 49.97 FEET TO A POINT; THENCE NORTH 23°30' WEST 13.5 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE SOUTH 66°30' WEST 26.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 11.00 FEET AND A DELTA OF 10°10"; THENCE ALONG THE ARC OF SAID CURVE TO THE END THEREOF AND THE BEGINNING OF ANOTHER CURVE TO THE LEFT HAVING A RADIUS OF 96.81 FEET, A DELTA OF 17°00', AND A LONG CHORD WHICH BEARS NORTH 14°50' WEST 28.62 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE END THEREOF; THENCE NORTH 23°20' WEST 30.58 FEET; THENCE NORTH 36°04' EAST 120.88 FEET TO THE PUEBLO LINE OF THE CITY OF SANTA BARBARA; THENCE SOUTH 89°21' EAST ALONG SAID LINE, 137.70 FEET TO THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED TO REGINALD DURNFORD MORGAN, ET UX., DATED FEBRUARY 18, 1928, AND RECORDED IN BOOK 134, AT PAGE 147 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 36°04' WEST, ALONG THE NORTHWESTERLY LINE OF SAID MORGAN TRACT, 146.60 FEET TO A PIPE SET AT THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 53°56' EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, 4.53 FEET TO A POINT; THENCE SOUTH 66°30' WEST 71.61 FEET TO THE POINT OF BEGINNING.

## PARCEL EIGHT:

THAT PORTION OF PUEBLO LOT 70 OF THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND BEING ALSO A PORTION OF WHAT IS COMMONLY KNOWN AS AND CALLED "COVE MOUND TRACT" OF HAMMELL'S ADDITION IN SAID CITY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK "B", PAGE 305, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE PUEBLO LINE OF THE CITY OF SANTA BARBARA, AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED TO DELL W. SHIHI, DATED FEBRUARY 25, 1908, AND RECORDED IN BOOK 118, PAGE 414, OF DEEDS, RECORDS OF SAID COUNTY; THENCE SOUTH 36°04' WEST ALONG THE NORTHWESTERLY LINE OF SAID SHIHI TRACT OF LAND, 196.75 FEET TO A PIPE SURVEY MONUMENT; THENCE NORTH 53°56' WEST 70.37 FEET TO A PIPE SURVEY MONUMENT; THENCE NORTH 36°04' EAST 146.60 FEET TO A PIPE SURVEY MONUMENT SET ON SAID PUEBLO LINE; THENCE SOUTH 89°21' EAST ALONG SAID LAST MENTIONED LINE, 86.37 FEET TO THE POINT OF BEGINNING.

## PARCEL NINE:

THAT PORTION OF PUEBLO LOT NO. 70, OF THE CITY OF SANTA BARBARA, SAID CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF ANAPAJU STREET WITH THE NORTHWESTERLY LINE OF MILPAS STREET; THENCE SOUTHEASTERLY 177.08 FEET ALONG SAID LINE OF MILPAS STREET TO THE TRUE POINT OF BEGINNING OF THE PREMISES HEREIN DESCRIBED; THENCE CONTINUING SOUTHEASTERLY 88.45 FEET ALONG SAID LINE; THENCE NORTH 36°04' EAST 382.10 FEET TO THE MOST SOUTHERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED TO REGINALD DURNFORD MORGAN, ET UX., DATED FEBRUARY 18, 1928, RECORDED IN BOOK 134, AT PAGE 147 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 53°56' WEST 65.84 FEET; THENCE SOUTH 43°46' 20" WEST 77.64 FEET; THENCE SOUTH 66°30' WEST 49.97 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 41.74 FEET; THENCE ALONG THE ARC OF SAID CURVE, 33.02 FEET; THENCE SOUTH 21°09' 20" WEST 35.35 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 245.75 FEET; THENCE ALONG THE ARC OF SAID CURVE, 63.96 FEET; THENCE SOUTH 36°04' WEST 127.79 FEET TO THE TRUE POINT OF BEGINNING.

## PARCEL TEN:

THAT PORTION OF PUEBLO LOT 70 OF THE CITY OF SANTA BARBARA, SITUATE IN SAID CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND BEING ALSO A PORTION OF WHAT IS COMMONLY KNOWN AS AND CALLED "COVE MOUND TRACT" OF HAMMELL'S ADDITION IN SAID CITY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK "B", PAGE 305, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF ANAPAJU STREET WITH THE NORTHEASTERLY LINE OF MILPAS STREET; THENCE SOUTH 50°19' EAST, ALONG SAID NORTHEASTERLY LINE OF MILPAS STREET, 177.08 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF LOWENA DRIVE, AS SAID LOWENA DRIVE IS SHOWN UPON THE MAP THEREOF FILED IN THE OFFICE OF SANTA BARBARA COUNTY SURVEYOR AS COUNTY SURVEYOR'S MAP NO. 630; THENCE IN A GENERAL NORTHEASTERLY DIRECTION ALONG THE SOUTHEASTERLY LINE OF SAID DRIVE, AS SAID LOWENA DRIVE IS SHOWN UPON THE ABOVE MENTIONED MAP, THE FOLLOWING COURSES AND DISTANCES: NORTH 36°04' EAST 127.79 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 245.75 FEET AND A DELTA OF 14°54' 40"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 33.02 FEET TO THE END THEREOF; THENCE NORTH 21°09' 20" EAST 35.35 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 41.74 FEET AND A DELTA OF 45°19' 40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 33.02 FEET TO THE END THEREOF; THENCE NORTH 66°30' EAST 49.97 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE NORTH 23°30' WEST, CONTINUING ALONG SAID LOWENA DRIVE 30.00 FEET TO A POINT; THENCE NORTH 66°30' EAST, LEAVING SAID LOWENA DRIVE AND FOLLOWING ALONG THE SOUTHEASTERLY LINE OF THE TRACT OF LAND DESCRIBED IN DEED FROM WALLACE B. BROWN TO GEORGE A. BATCHELDER AND RECORDED IN BOOK 268, PAGE 91, OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, 71.64 FEET TO A POINT; THENCE SOUTH 43°46' 20" WEST 77.64 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT OF LAND IS DESCRIBED IN PARCEL 2 IN THAT CERTAIN DEED FROM W. BATCHELDER TO THE COUNTY OF SANTA BARBARA, RECORDED IN BOOK 495, AT PAGE 63 OF OFFICIAL RECORDS, IN THE COUNTY RECORDER'S OFFICE OF SAID COUNTY.

## PARCEL ELEVEN:

AN EASEMENT FOR ROAD PURPOSES OVER THE PORTION OF SAID LAND IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS DESCRIBED IN DEED TO THE COUNTY OF SANTA BARBARA RECORDED AUGUST 12, 1935, AS INSTRUMENT NO. 5662, IN BOOK 337, PAGE 323, OF OFFICIAL RECORDS.

## PARCEL TWELVE:

AN EASEMENT FOR PUBLIC ROAD PURPOSES OVER THAT PORTION OF LOT 70 OF THE OUTSIDE PUEBLO LAND, IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS DESCRIBED IN DEED TO THE COUNTY OF SANTA BARBARA, RECORDED AUGUST 12, 1935, AS INSTRUMENT NO. 5663, IN BOOK 337, PAGE 324, OFFICIAL RECORDS.

## PARCEL THIRTEEN:

AN EASEMENT FOR ROAD PURPOSES OVER A PORTION OF SAID LAND IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED IN DEED TO THE COUNTY OF SANTA BARBARA RECORDED AUGUST 12, 1935, AS INSTRUMENT NO. 5664, IN BOOK 337, PAGE 325, OFFICIAL RECORDS.

**“SITE”**  
Exhibit “B”

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phone: (317) 290-9549  
fax: (317) 290-4884

CONSULTING GROUP:

**SureSite**

NO.	DATE	DESCRIPTION	BY
0	12/12/06	PRELIMINARY	UHL
1	06/12/07	PRELIMINARY	LUC
2	06/13/07	PRELIMINARY	LUC
3	07/27/07	PRELIMINARY	LUC
4	08/09/07	PRELIMINARY	LUC
5	04/09/08	PRELIMINARY	MHL
6	05/06/08	PRELIMINARY	MAN

SITE INFORMATION:

**SV00645C**  
**SANTA BARBARA BOWL**

1122 N. MILAS ST.  
SANTA BARBARA, CA 93103

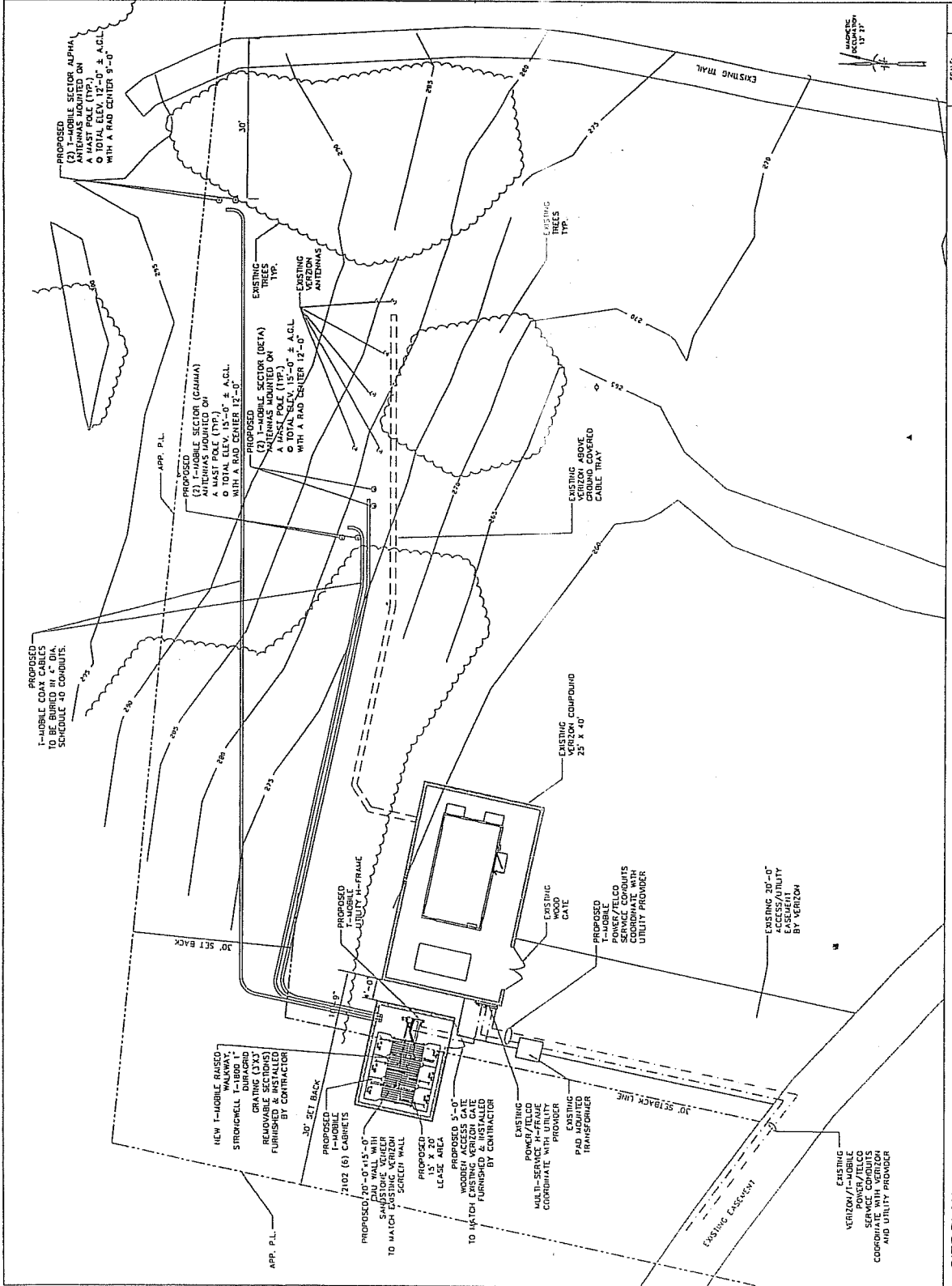
SCALE

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

**C-1**



**“ARCHITECTURAL PLANS”**  
Exhibit “C”







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PHONE: (317) 290-3549  
FAX: (317) 290-4584  
CONSULTING GROUP

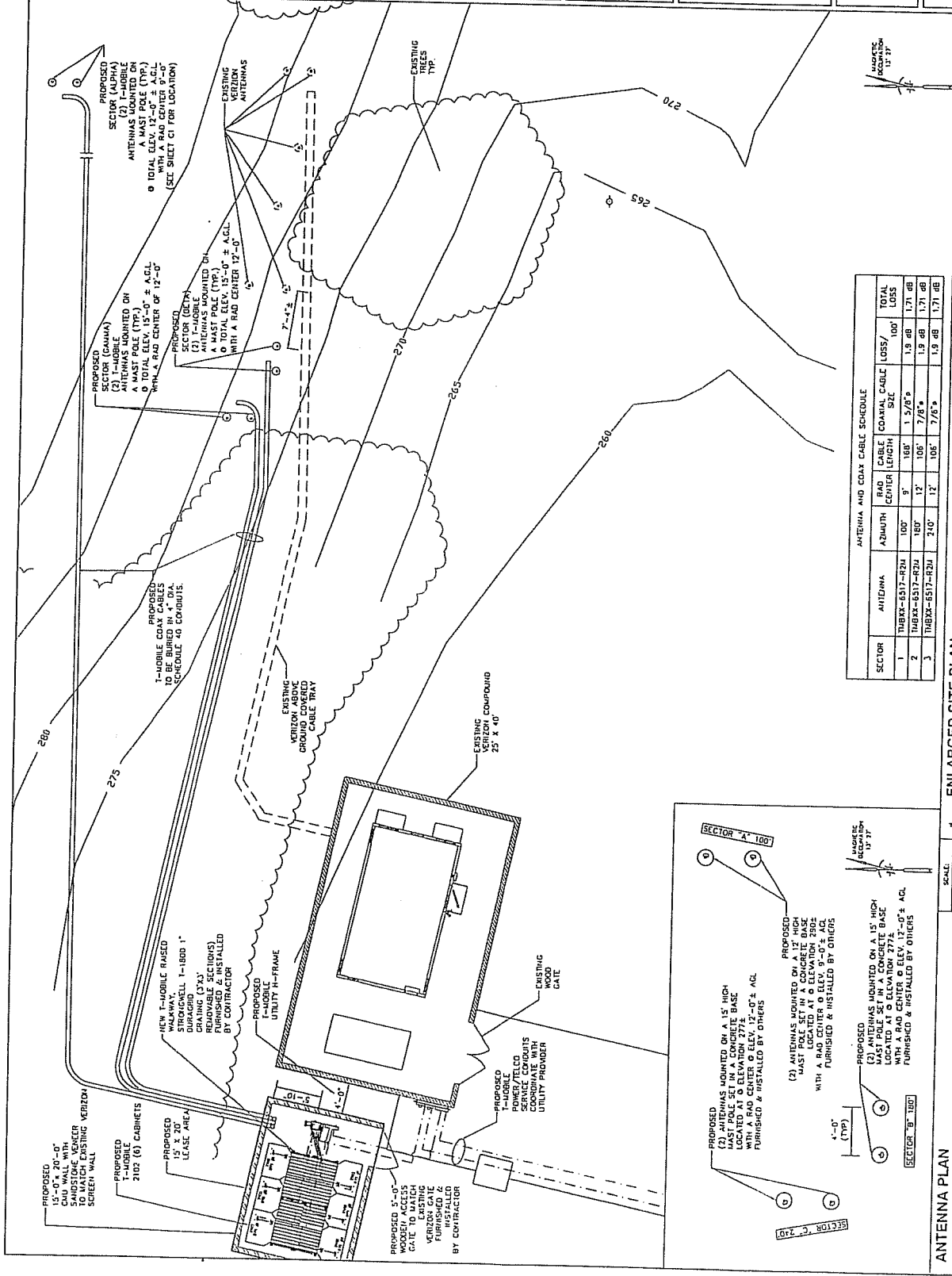
**SureSite**

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3	07/27/07	PRELIMINARY	LHC
4	08/09/07	PRELIMINARY	LHC
5	04/08/08	PRELIMINARY	MHL
6	05/06/08	PRELIMINARY	MAN

SITE INFORMATION:  
**SV00645C**  
**SANTA BARBARA BOWL**  
1173 N. MILPAS ST.  
SANTA BARBARA, CA 93103

SCALE:  
**ENLARGED SITE PLAN**

SHEET NUMBER:  
**C-2**



ANTENNA AND COAX CABLE SCHEDULE

SECTOR	ANTENNA	ADJUTANT	RAD CENTER	SCALE LENGTH	SCALE LOSS	TOTAL LOSS
1	TUBEX-6517-8231	100'	9'	188'	1.9 dB	1.71 dB
2	TUBEX-6517-8231	180'	12'	106'	7/8"	1.9 dB
3	TUBEX-6517-8231	210'	12'	106'	7/8"	1.9 dB

SCALE: 3/16" = 1'-0"  
SCALE: 1/8" = 1'-0"  
SHEET NUMBER: 1  
SHEET NUMBER: 2  
**ANTENNA PLAN**  
**ENLARGED SITE PLAN**



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PHONE: (317) 280-5549  
FAX: (317) 280-4584

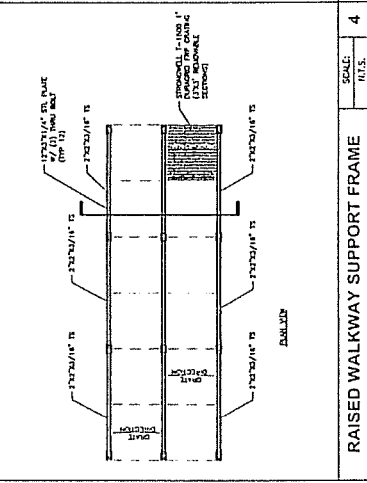
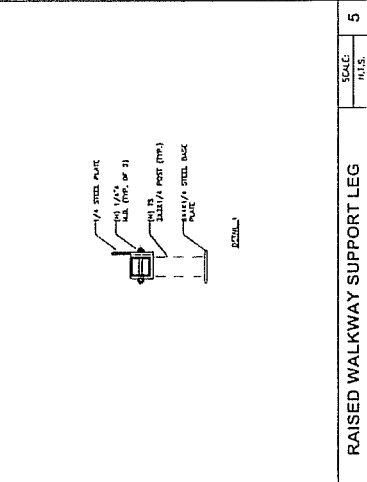
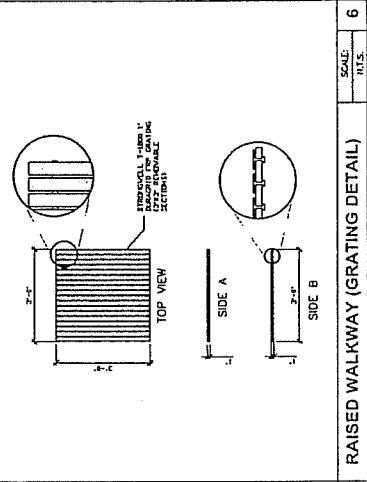
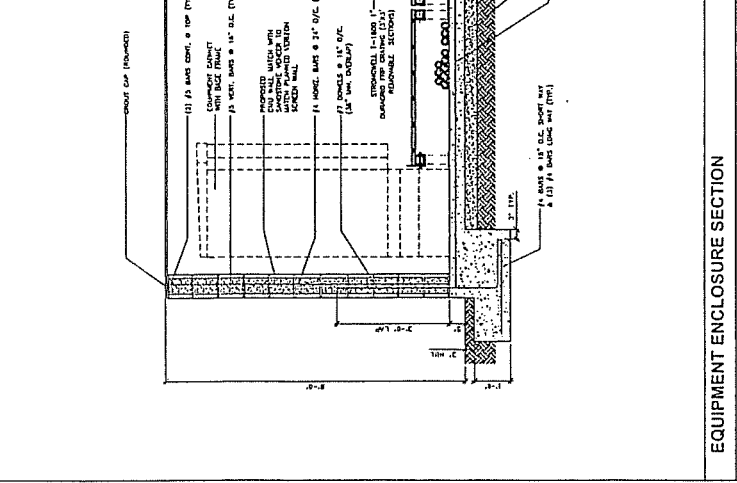
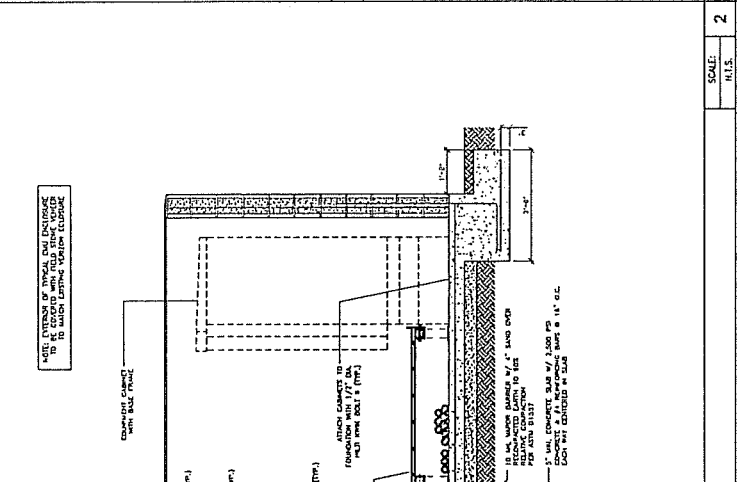
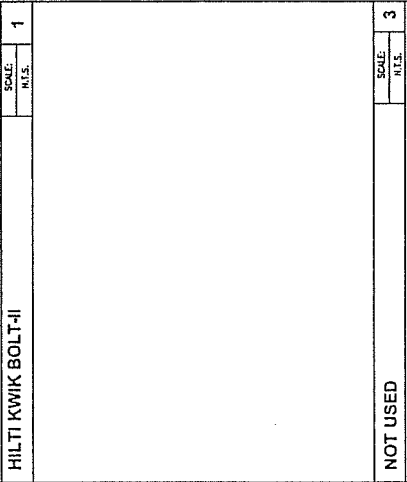
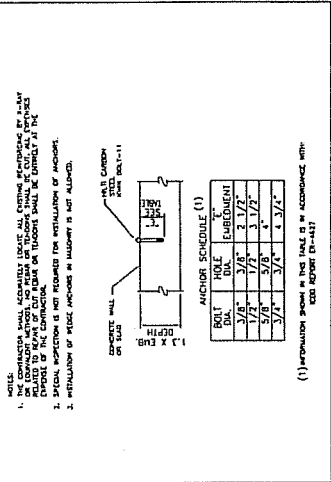
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**SureSite**

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2	06/13/07	PRELIMINARY	LUC
3	07/27/07	PRELIMINARY	LUC
4	08/09/07	PRELIMINARY	LUC
5	04/08/08	PRELIMINARY	MPL
6	05/06/08	PRELIMINARY	MAN

SITE INFORMATION:  
**SV00645C**  
**SANTA BARBARA BOWL**  
1122 N. HULFAS ST.  
SANTA BARBARA, CA 93103

SCALE:  
SITE TITLE:  
**SITE  
DETAILS**

SHEET NUMBER:  
**A-2**













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PHONE: (317) 290-9549  
FAX: (317) 290-4984

CONSULTING GROUP:  
**SureSite**

NO.	DATE	DESCRIPTION	BY:
0	12/12/08	PRELIMINARY	LWL
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2	06/13/07	PRELIMINARY	LUC
3	07/22/07	PRELIMINARY	LUC
4	09/09/07	PRELIMINARY	LUC
5	01/09/08	PRELIMINARY	HWL
6	05/06/08	PRELIMINARY	MAN

SITE INFORMATION:  
**SV00645C**  
**SANTA BARBARA BOWL**  
1172 E. HUNTERS ST.  
SANTA BARBARA, CALIFORNIA

SEAL:

SHEET TITLE:  
**GROUNDING PLAN, GROUNDING NOTES, AND COAX CABLE GROUNDING SCHEMATIC DIAGRAM**

SHEET NUMBER:  
**E-3**

1. ALL NEW ELECTRICAL CONDUITS SHALL BE INSTALLED WITH 1/2" DIA. EDS CONDUIT. ALL EXISTING CONDUITS SHALL BE CLEANED AND INSPECTED FOR OBSTRUCTIONS. ALL CONDUITS SHALL BE INSTALLED WITH 1/2" DIA. EDS CONDUIT. ALL EXISTING CONDUITS SHALL BE CLEANED AND INSPECTED FOR OBSTRUCTIONS. ALL CONDUITS SHALL BE INSTALLED WITH 1/2" DIA. EDS CONDUIT.

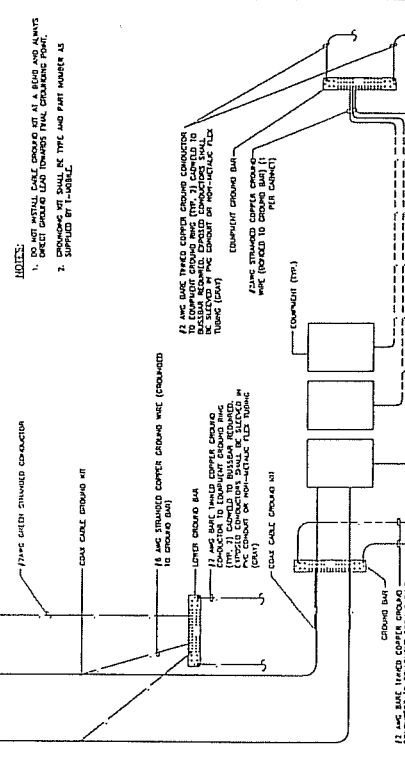
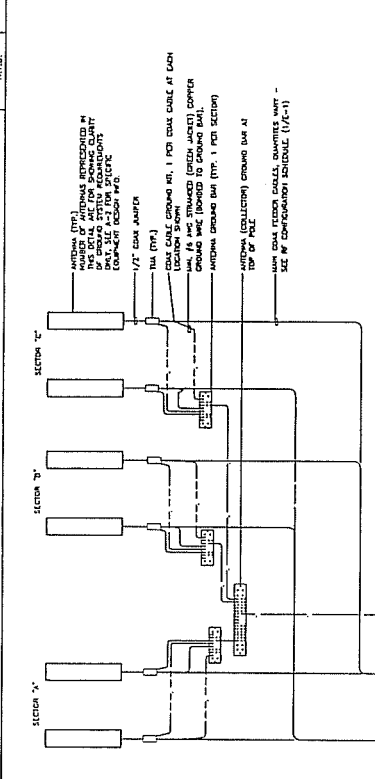
2. GROUND ALL METAL BOXES, PANELS, CABLE TRAYS, AND OTHER METALLIC COMPONENTS USING #12 BONDING WIRE AND CONNECT TO SURFACE MOUNTED EDS CONDUIT. ALL EXISTING CONDUITS SHALL BE CLEANED AND INSPECTED FOR OBSTRUCTIONS. ALL CONDUITS SHALL BE INSTALLED WITH 1/2" DIA. EDS CONDUIT.

3. ALL EXISTING CONDUITS SHALL BE CLEANED AND INSPECTED FOR OBSTRUCTIONS. ALL CONDUITS SHALL BE INSTALLED WITH 1/2" DIA. EDS CONDUIT.

4. ALL EXISTING CONDUITS SHALL BE CLEANED AND INSPECTED FOR OBSTRUCTIONS. ALL CONDUITS SHALL BE INSTALLED WITH 1/2" DIA. EDS CONDUIT.

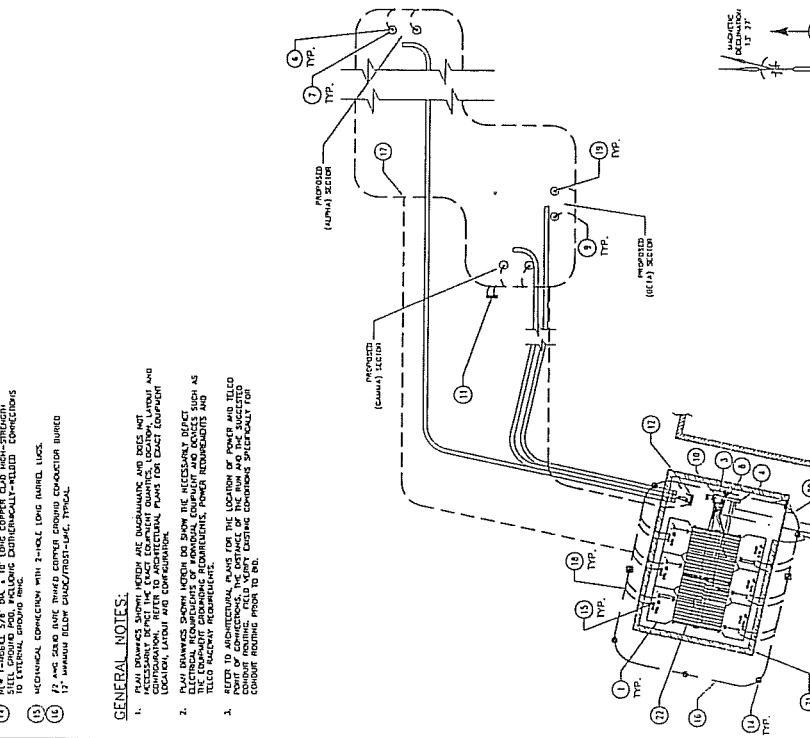
5. ALL EXISTING CONDUITS SHALL BE CLEANED AND INSPECTED FOR OBSTRUCTIONS. ALL CONDUITS SHALL BE INSTALLED WITH 1/2" DIA. EDS CONDUIT.

GROUNDING NOTES



SCALE: N.T.S. 2

- CONSTRUCTION KEY NOTES:**
- 1 NEW 1-HOLE CONDUIT BENDS
  - 2 NEW 1-HOLE SERVICE WATER TRENCH
  - 3 NEW 1-HOLE SERVICE WATER TRENCH
  - 4 NEW 1-HOLE SERVICE WATER TRENCH
  - 5 NEW 1-HOLE SERVICE WATER TRENCH
  - 6 NEW 1-HOLE SERVICE WATER TRENCH
  - 7 NEW 1-HOLE SERVICE WATER TRENCH
  - 8 NEW 1-HOLE SERVICE WATER TRENCH
  - 9 NEW 1-HOLE SERVICE WATER TRENCH
  - 10 NEW 1-HOLE SERVICE WATER TRENCH
  - 11 NEW 1-HOLE SERVICE WATER TRENCH
  - 12 NEW 1-HOLE SERVICE WATER TRENCH
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  - 14 NEW 1-HOLE SERVICE WATER TRENCH
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  - 25 NEW 1-HOLE SERVICE WATER TRENCH
  - 26 NEW 1-HOLE SERVICE WATER TRENCH
  - 27 NEW 1-HOLE SERVICE WATER TRENCH
  - 28 NEW 1-HOLE SERVICE WATER TRENCH
  - 29 NEW 1-HOLE SERVICE WATER TRENCH
  - 30 NEW 1-HOLE SERVICE WATER TRENCH



SCALE: N.T.S. 1

**GROUNDING PLAN**

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INDIANAPOLIS, INDIANA 46278  
phone: (317) 290-9549  
fax: (317) 290-4984

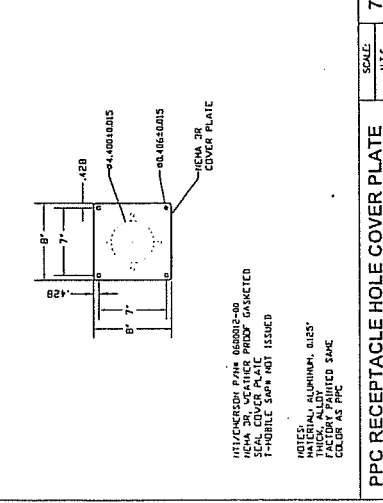
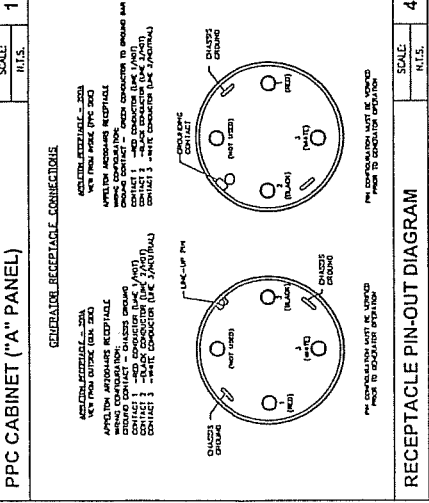
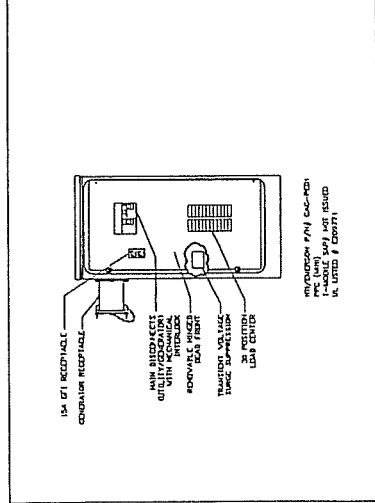
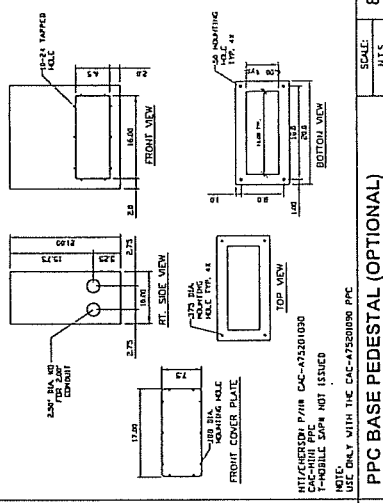
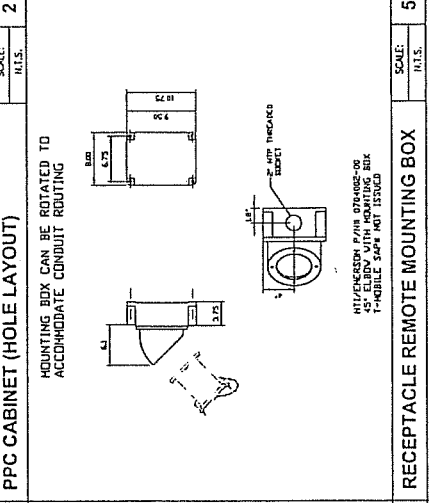
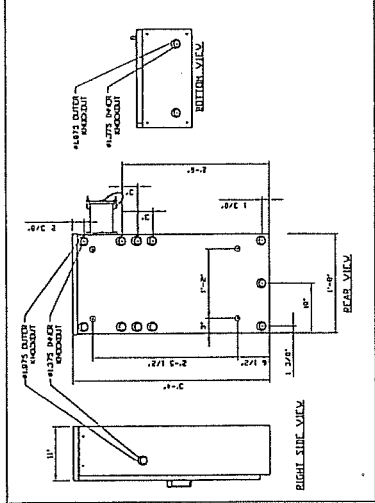
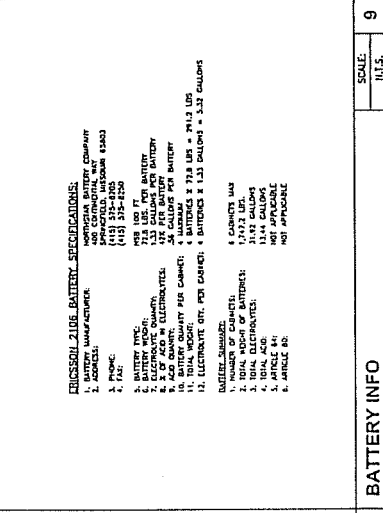
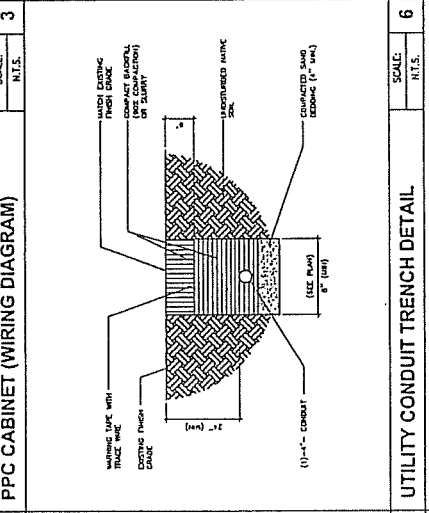
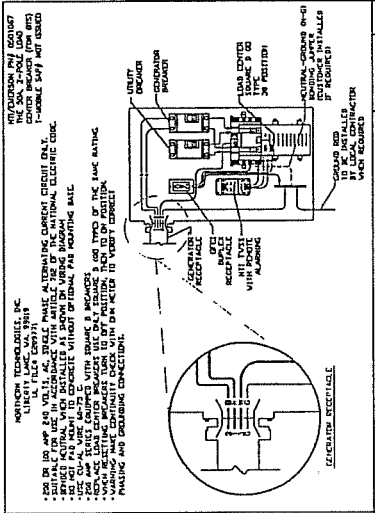
CONSULTING GROUP:  
**SureSite**

NO.	DATE	DESCRIPTION	BY
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1	06/12/07	PRELIMINARY	UAC
2	06/13/07	PRELIMINARY	UAC
3	07/27/07	PRELIMINARY	UAC
4	08/09/07	PRELIMINARY	UAC
5	10/09/08	PRELIMINARY	MPL
6	05/09/08	PRELIMINARY	MAK

SITE INFORMATION:  
**SV00645C**  
SANTA BARBARA BOWL  
172 N. MIDWAY ST.  
SANTA BARBARA, CA 93103

SHEET TITLE:  
**ELECTRICAL  
DETAILS**

SHEET NUMBER:  
**E-4**



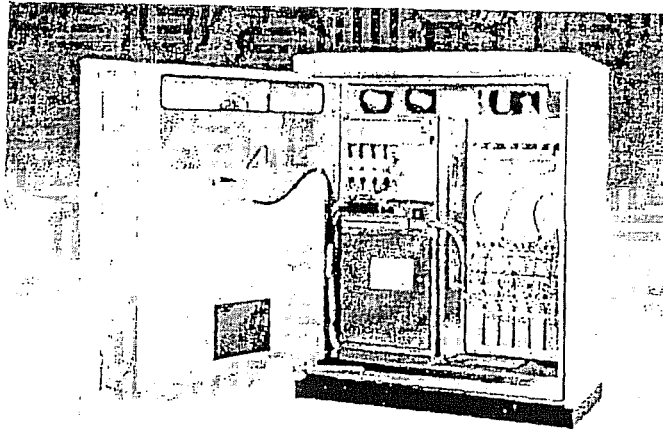
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4	08/09/07	PRELIMINARY	UAC
5	10/09/08	PRELIMINARY	MPL
6	05/09/08	PRELIMINARY	MAK



**“EQUIPMENT AND ANTENNA SPECIFICATIONS”**  
Exhibit “D”

# RBS 2106

The GSM Macro Outdoor Base Station



RBS 2106 is a high capacity, compact outdoor macro radio base station supporting up to twelve transceivers per cabinet. It is possible to build one, two and three sector configurations including dual band configurations in one cabinet.


Being the latest member in the RBS 2000 family, RBS 2106 is to date the most powerful outdoor RBS in the world. Keeping the successful characteristics of the existing RBS 2000 portfolio and improving functionality as well as operation and maintenance makes the RBS 2106 a very cost-effective solution for growing GSM operators.

The RBS 2000 family supports a wide range of applications ranging from extreme coverage to extreme capacity. Being a RBS 2000 member guarantees coexistence with the installed base of RBS 200 and RBS 2000 products. Ericsson's synchronization based BSS features ensure that transceivers from different generations of radio base stations can easily form common cells. Operators can therefore bridge the past with the future. By making existing sites futureproof, investments are protected while migrating to 3G.

## Part of the grow-on-site concept

Since it is becoming increasingly difficult to find new base station sites, it is of great interest to remain on the existing sites as long as possible. Site space is often a limiting factor for capacity growth. The powerful RBS 2106, included in Ericsson's grow-on-site toolbox, addresses this problem. On many sites, two or more existing cabinets can be replaced by one RBS 2106. This is of major importance, since it makes it possible to reuse the space to rollout WCDMA equipment. The RBS 2106 will pave the way for WCDMA.

Also interesting for new locations, the RBS 2106 offers a complete solution in stand-alone cabinet which rapidly can be implemented outdoors. All the units to run the RBS are included in this single cabinet, there is no need for an extra product.

ERICSSON 

### Doubled capacity – superior performance – same footprint

The 12-transceiver RBS 2106 cabinet has the same footprint as RBS 2102, but has doubled the capacity, thanks to the new double-capacity transceivers and combiners. The RBS 2106 has better output power than the current RBS 2000 products, which are the best on the market today. The improved radio performance means increased site-to-site distance, and therefore, fewer sites. Another example of a cost saving feature is 121 km Extended Range. The RBS 2106 comes with a configuration switch unit, the CXU, and two extremely flexible combiners. Examples of configurations supported by the Filter Combiner (CDU-F) are 3x4, 2x6, 1x12 and dual band 8+4 in one cabinet. CDU-F supports up to 12 transceivers on one dual-polarized antenna. The other combiner (CDU-G) can be configured in two modes: capacity mode and coverage mode, making it very flexible. In coverage mode, the output power from the CDU-G is increased, making it perfect for rural sites or when fast rollout is required at a minimum cost.

### Prepared for the future

The RBS 2000 family is prepared for GSM data services, including General Packet Radio Service (GPRS) and High Speed Circuit Switched Data (HSCSD) including 14.4 kbit/s timeslots. To meet the operators' need for faster datacom solutions, RBS 2106 supports EDGE.

A powerful Distribution Switch Unit (DXU) and fast internal buses guarantee full EDGE support. With the optional BSS feature RBS 2000 synchronization, it is possible to have up to 32 transceivers in one cell. With the optional BSS feature RBS 200 and RBS 2000 in the same cell, it is possible to expand an existing RBS 200 cell with RBS 2106, and thereby introduce EDGE through plug-in units.

### Key features

- Six double transceiver units (dTRU); that is, 12 transceivers
- Filter and hybrid combining one, two, or three sectors in one cabinet
- Excellent RF performance
- Synthesized and baseband frequency hopping
- Supports 12 transceiver EDGE on all timeslots
- Supports GSM 800, 900, 1800 and 1900 MHz
- Extended Range 121 km
- Duplexer and TMA support for all configurations
- Four transmission ports supporting up to 8 Mbit/s
- Optional built-in transmission equipment transmission
- Prepared for GPS assisted positioning services
- Internal or external battery backup
- Simple co-siting with WCDMA equipment
- Supports most common power systems
- Hardware independent of transmission interface
- Prepared for outdoor environment (wide range of temperatures / humidity)

## Technical specification for RBS 2106

Frequency band:	GSM 800, E-GSM 900, P-GSM 900, GSM 1800, GSM 1900
Tx:	869–894, 925–960, 1805–1880, 1930–1990 MHz
Rx:	824–849, 880–915, 1710–1785, 1850–1910 MHz
Number of transceivers (per cabinet):	2–12
Number of sectors:	1–3
Transmission interface:	1.5 Mbit/s (T1), 2 Mbit/s (E1), 75, 100, 120 Ohm
Dimension (H x W x D):	1614 x 1300 x 940 mm (63 1/2 x 51 1/5 x 37 in.) including installation frame
Weight without batteries:	560 kg (1235 lbs.)
Power into antenna feeder:	33 W / 45.2 dBm (GSM 800 / GSM 900) 25 W / 44.0 dBm (GSM 1800 / GSM 1900) With TCC activated, add 2.5 dBm to above values
Receiver sensitivity:	-110.5 dBm (dynamic, without TMA and diversity gain)
Power supply:	200–250V AC, 50/60 Hz
Integrated battery backup:	30, 90 or 150 minutes when TM space is used
External battery backup:	Up to 6 hours (optional)
Operating temperature:	-33°C – +40°C (-27°F – + 104°F) Eco cooling -33°C – +45°C (-27°F – + 113°F) Combo cooling
Weatherproofing:	Min level IP55 according to IEC/EN 60529 Min level 3R according to UL 50 and CSA C22.2 No. 94

Telefonaktiebolaget LM Ericsson  
SE-126 25 Stockholm  
Sweden  
Telephone +46 8 719 0000  
Fax +46 8 18 40 85  
www.ericsson.com

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# TMBXX-6517-R2M

DualPol®, Quad Panel Antenna

## Decibel®

Base Station Antennas

- Patented cross dipole and feed system
- Rugged, reliable design with excellent PIM suppression
- Includes factory installed AISG RET actuator
- Fully compatible with Andrew Teletilt® remote control antenna system

### ELECTRICAL

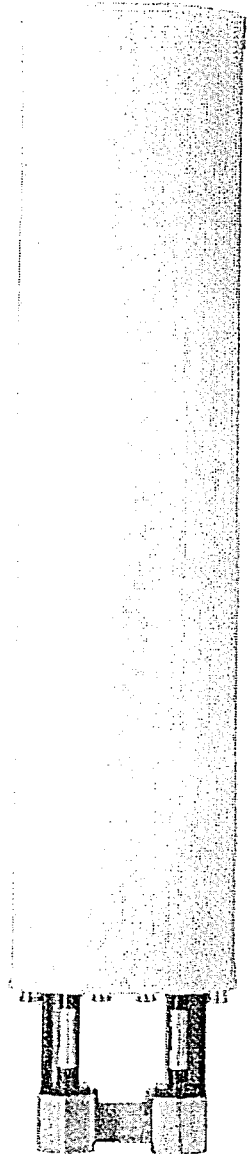
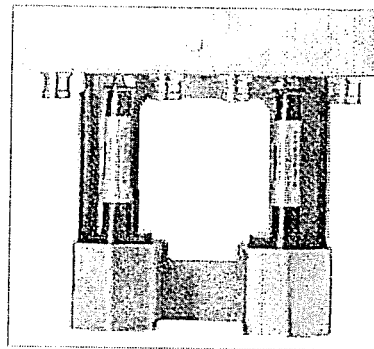
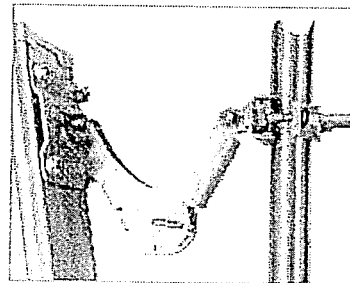
Frequency Range (MHz):	1710-2155
Characteristic Impedance (Ohms):	50
Azimuth BW (Deg):	65 ± 6
Elevation BW (Deg):	4.8 ± 0.8
Gain (dBi) :	18.7 ± 0.8
Polarization:	±45°
Front-to-Back Ratio (dB)	0° 2° 4° 6°
Copol, 180° ± 30°:	>25 >25 >25 >24
Total Power, 180° ± 30°:	>24 >24 >24 >23
Upper Sidelobe (dB)	0° 2° 4° 6°
Main Beam to +20°:	>17 >17 >16 >14
VSWR / Return Loss (dB):	1.35:1 / 16.5
Port-to-Port Isolation (dB):	>30
Electrical Tilt Range (Deg)*:	0-6
Electrical Downtilt Accuracy (Deg):	± 0.9
Cross-pol (dB)	0° 2° 4° 6°
3 dB Beamwidth:	>13 >13 >12 >12
Intermodulation Products (dBc)	
3rd Order, 2 x 20 Watts:	155
Max. Input Power (Watts):	250
Lightning Protection:	DC Ground

### PERFORMANCE TRACKING

Gain Variation (dB) (between UL and DL frequency pair):	1.0
Electrical Tilt Accuracy (Deg) (between UL and DL frequency pair within 0.5°):	<0.5
Azimuth HPBW (Deg) (between UL and DL frequency pair):	9

### MECHANICAL

Net Weight (kg / lbs):	20.2 / 44.4
Dimensions-LxWxD:	2105 x 302 x 160 mm
(with actuator)	82.9 x 11.9 x 6.3 inch
Max. Wind Area (m² / ft²):	0.28 / 3.0
Max. Wind Load (N / lbf):	747.2 / 168
Max. Wind Speed (km/h / mph):	241 / 150
Hardware Material:	Hot Dip Galvanized
Connector Type:	7-16 DIN, Female (4)
Color:	Off White
Standard Mounting Hardware:	TM600899A-2



\*Specifications may vary when using 0° or 1° electrical tilt.

Andrew Corporation  
2601 Telecom Parkway  
Richardson, Texas U.S.A. 755082-3521  
Tel: 214.631.0310

Fax: 214.688.0089  
Toll Free Tel: 1.800.676.5342  
Fax: 1.800.229.4706  
www.andrew.com

3/9/2007  
Page 1 of 3  
[dbtech@andrew.com](mailto:dbtech@andrew.com)



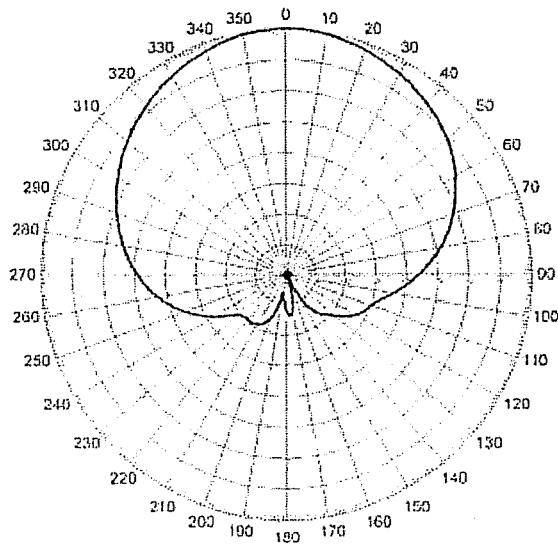
# TMBXX-6517-R2M

DualPol<sup>®</sup>, Quad Panel Antenna

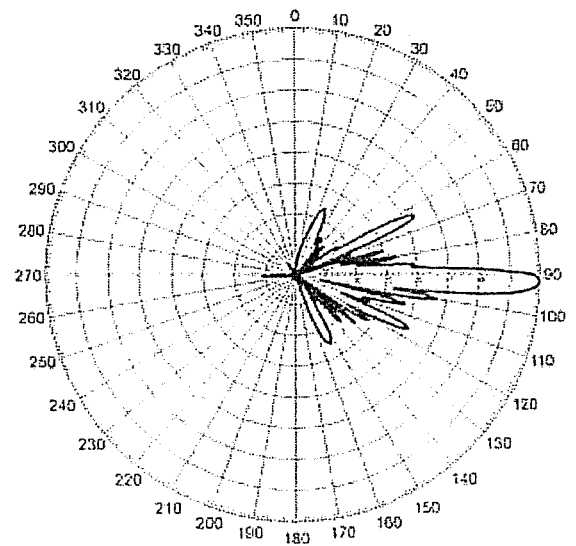
**Decibel<sup>®</sup>**  
Base Station Antennas

## AZIMUTH PATTERN

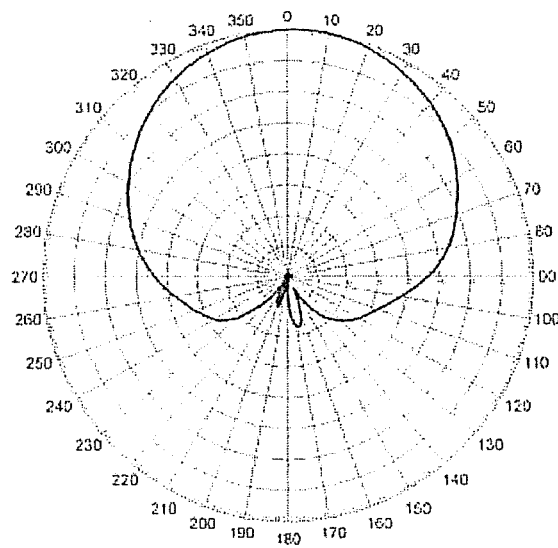
## ELEVATION PATTERN



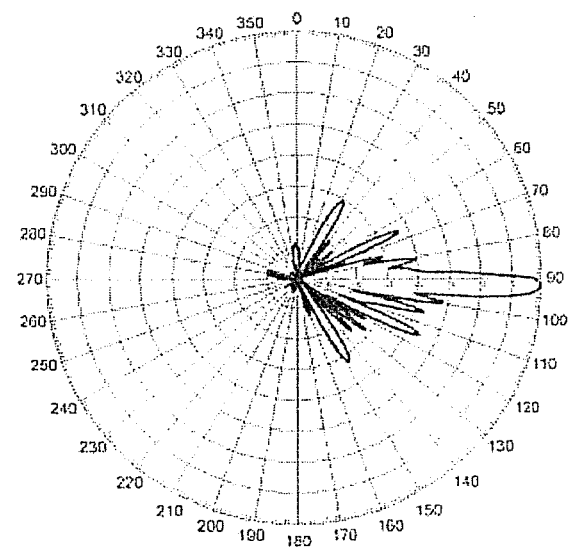
1732 MHz, Tilt: 2°



1732 MHz, Tilt: 2°



1880 MHz, Tilt: 2°



1880 MHz, Tilt: 2°

Note: Scale 5 dB per division.

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Page 2 of 3  
[dbtech@andrew.com](mailto:dbtech@andrew.com)

Information correct at date of issue but may be subject to change without notice.





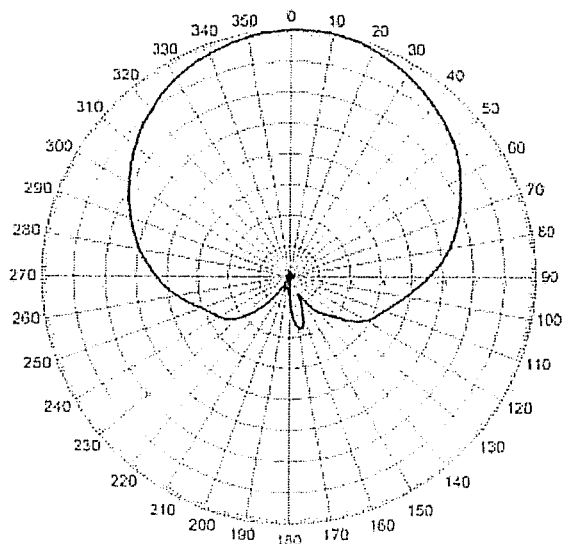
# TMBXX-6517-R2M

DualPol®, Quad Panel Antenna

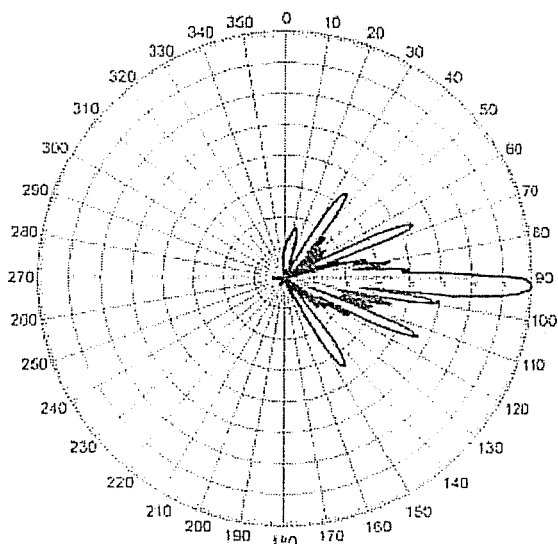
**Decibel®**  
Base Station Antennas

## AZIMUTH PATTERN

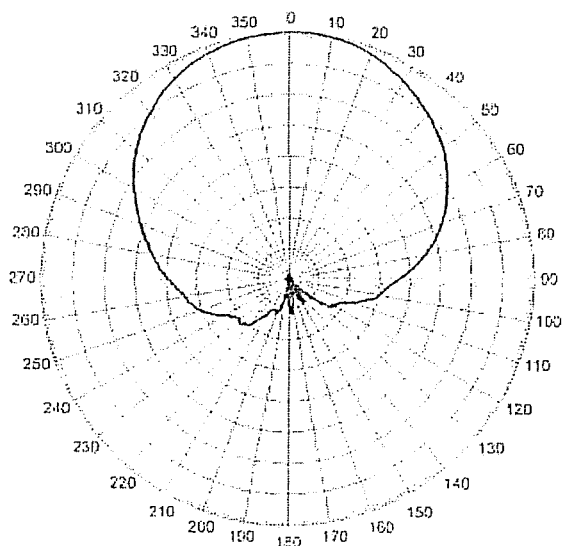
## ELEVATION PATTERN



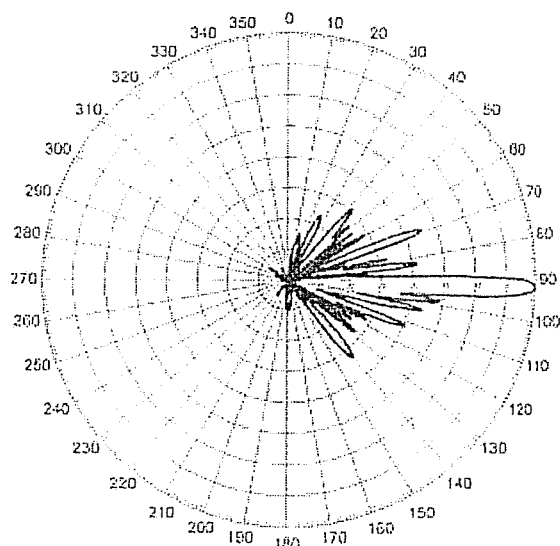
1960 MHz, Tilt: 2°



1960 MHz, Tilt: 2°



2132 MHz, Tilt: 2°



2132 MHz, Tilt: 2°

Note: Scale 5 dB per division.

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Page 3 of 3  
[dblech@andrew.com](mailto:dblech@andrew.com)

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**"LAND USE AGREEMENT"**  
Exhibit "E"

## DEVELOPMENT AGREEMENT

**TO:** Omnipoint Communications, Inc.  
C/O Karl Forrester  
SureSite Consulting Group  
1375 Virginia Road  
Santa Barbara , CA 93108

**FROM:** Ronn Carlentine, Manager  
Real Estate Services Division, General Services

**DATE:** June 12, 2008

**RE:** T-Mobile Telecommunications Site @ County Bowl,  
1126 North Milpas St., Santa Barbara  
First Supervisorial District, APN 029-011-023  
08DPA-00000-00001 (Development Agreement)



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### CURRENT REQUEST

The applicant, SureSite Consulting Group, agent for Omnipoint Communications Inc., a subsidiary of T-Mobile USA, Inc., a Delaware corporation, is seeking a Development Agreement with Santa Barbara County (application received December, 2007, and subsequently amended with subsequent project plan revisions submitted May, 2008) to install a wireless telecommunications facility on County property within the jurisdiction of the City of Santa Barbara. The Development Agreement is a joint contract between the County and the applicant to allow the following project, subject to the conditions of approval stated in Attachment A:

SureSite Consulting Group, agents for T-Mobile, proposes that the County allow the construction and use of an unmanned, mobile radio transceiver facility within a 15.16 acre property zoned for Auditoriums/Stadiums (A-1), south of Alameda Padre Serra and north of Milpas and Anapamu Streets on the County Bowl (County) property, within the City of Santa Barbara. The facility would be contained within a 20 x 15-foot lease area on assessor's parcel number 029-110-023, owned by the County of Santa Barbara.

T-Mobile is proposing to construct an unmanned wireless facility that would utilize 6 panel antennas in three (3) sectors, with two (2) antennas per sector. A total of six

(6) antennas would be installed. The antennas are directional and would be mounted on poles with a maximum height of 15 feet in three sectors. The azimuths for the three sectors are 100°, 180° and 240°.

The antennas would be installed on six individual steel poles measuring a total of 15-feet in height. Both the antennas and the pole-mounts would be treated with a flat paint finish to blend with the native vegetation of the hillside. Coaxial cabling from the antennas to the equipment would be buried. The pole mounts would be installed at an elevation ranging from 280 to 284-feet above sea level on the slope just northeast of the equipment area. Existing vegetation provides some foreground and backdrop screening of the pole mounts from major view sheds, is mitigated by the low-profile and color-treatment of the pole mounts against the hillside, and/or is occluded by terrain.

The equipment would be contained in a 300 square-foot lease area at an elevation of 260-feet above sea level. The T-Mobile equipment cabinet would be placed adjacent to the existing 1,000 square foot Verizon Wireless equipment previously permitted by the County, tucked against the toe of the slope, on a flat area above and northwest of the concert amphitheater.

All equipment for the T-Mobile antennas would be placed within a 20' wide x 15' long walled equipment compound. This enclosure would be 8 foot high and is designed to house 6 equipment cabinets.

It is anticipated that the site would be visited once per month by a T-Mobile Operations Technician for routine maintenance. These maintenance checks are typically performed during daylight hours. If nighttime access is needed, there would be three (2) hooded light fixtures (100-watt) on the interior of the walled enclosure that could be manually activated during maintenance activities

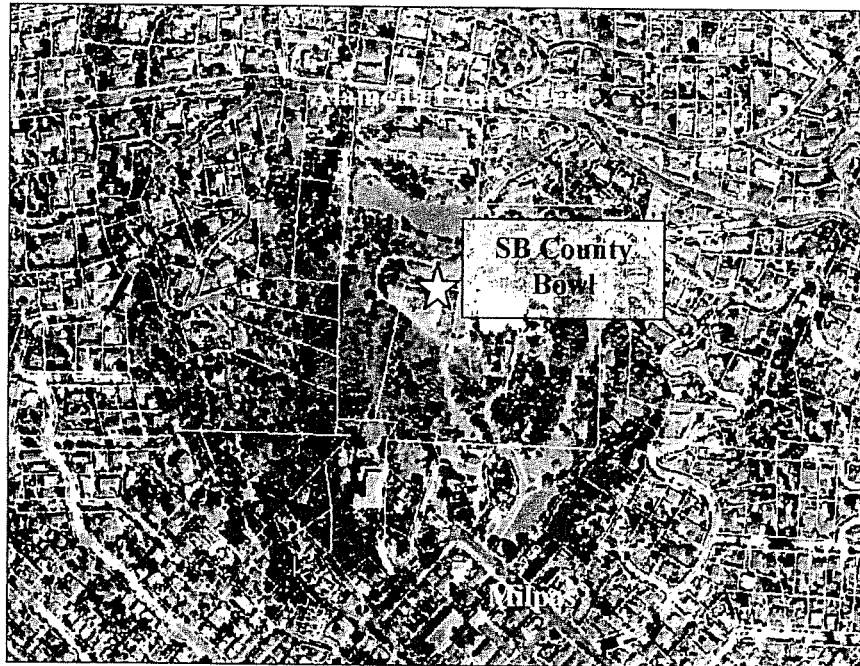
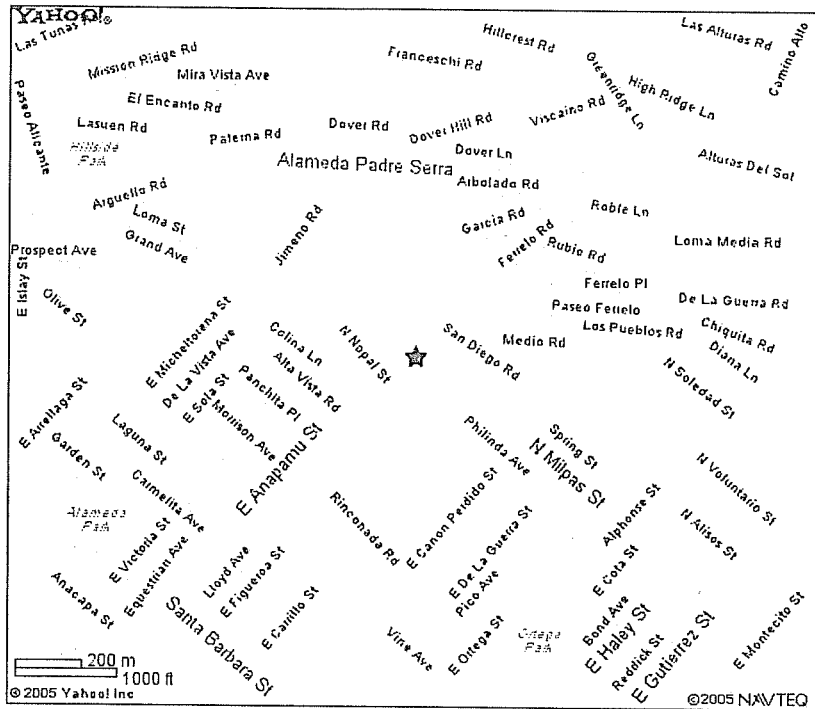
A new concrete foundation would be required for the shelter and portable generator, with no import and a total of less than 50 cubic yards of dirt export for grading purposes for both the poles and equipment. The new 8' high CMU walled enclosure would be finished with a sandstone veneer and a new 5' wide wood access gate would be installed on the south side of the lease area. The area is well-removed from existing uses on the County Bowl property in an inconspicuous and well-screened location.

Access to the facility would be provided via Newton Road, which is a privately owned road approximately 500-feet in length within a County access easement, located off of Alameda Padre Serra. Paved access continues approximately 1,000 feet beyond Newton Road from a secured and gated juncture located at the property line, which leads to the proposed facility location on County Bowl (County) property.

The pole-mounted antennas would be located on a steep hillside on an area of the property restricted from access by the general public. This hillside location cannot be utilized or developed for recreational use or other purposes. As part of the development agreement process, a third-party radio frequency emissions report, evaluating the facility proposed by T-Mobile, has been provided to ensure compliance with FCC regulations governing the operation of wireless communication facilities. The emissions anywhere at ground level are calculated to be 13% of the applicable public limit by the T-Mobile antennas and the maximum calculated cumulative level at ground for the simultaneous operation of both carriers is 56% of the applicable public exposure limit. The maximum calculated cumulative level at any nearby building is 2.7% of the public exposure limit. No fencing for restricted access or other mitigation is required for FCC compliance with public or occupational exposure guidelines due to the height of the antennas, the bottom of which would be installed at 10'-4" above grade.

The electrical needs for the equipment would be serviced by SCE and no offsite public improvements will be needed for the proposed facility since existing power and telco connections for collocation were provided as part of the earlier installed Verizon project. The point of connection for power would be located adjacent to the facility as depicted in page C-1 of the drawings.

All disturbed areas due to trenching activities shall be refinished and restored to pre-existing standards. Construction activities shall not impede traffic flow through the County Bowl property at either point of access, Newton Road or Milpas Street, and shall leave adequate space to allow a minimum of one lane of traffic at all times. Construction of the Project shall be limited to the hours between 8 a.m. and 5 p.m. Monday through Friday (excluding state holidays and during public events at the County Bowl).



## PROJECT INFORMATION

Table 1: Site Information Summary	
Comprehensive Plan Designation	Auditoriums, Stadiums
Zoning District, Ordinance	A-1, City of Santa Barbara
Site Size	15.16 acre parcel, Lease Area= 1,000 square feet
Present Use & Development	The site is located uphill of the Santa Barbara County Bowl, an amphitheater used for music concerts and various public events.
Surrounding Uses/Zoning	North: A-1, Schools (Brooks Insitute)/ City of Santa Barbara South: E-1, Single Family Residential/ City of Santa Barbara East: E-1, Single Family Residential/ City of Santa Barbara West: E-1, Single Family Residential/ City of Santa Barbara
Access	Access to the facility would be provided via Newton Road, a privately owned road approximately 500-feet in length within a County access easement, located off of Alameda Padre Serra. Paved access continues approximately 1,000 feet beyond Newton Road from a secured and gated juncture located at the property line, which leads to the proposed facility location on County Bowl property.
Public Services	Water Supply: City of Santa Barbara Sewage: City of Santa Barbara Fire: Santa Barbara County Fire Department

### Setting

The parcel currently contains the Santa Barbara County Bowl, an amphitheater used for music concerts and various public events, which covers most of the property, as well as an existing quarry and equipment storage areas. The proposed project would consist of a 20' wide x 15' long walled equipment compound containing equipment cabinets located on a flat equipment operations area uphill from the amphitheater and six stub mount steel poles supporting six panel antennas on the slope above the shelter.

The majority of the open space on the property consists of sloping ground with shrubs and various native species for ground cover. The existing vegetation provides some screening for the antennas.

The project site is accessed via an existing paved road that connects the telecommunication facility with Newton Road and Alameda Padre Serra. Surrounding land uses consist of hillside residential-zoned parcels containing single family homes to the south, east and west, the Brooks Institute-Jefferson Campus to the North, and the County Bowl amphitheater to the southeast.

The project site is not located near any habitats listed in the California Natural Diversity Database nor are there other known species of concern near the proposed project site. No significant impacts are anticipated with the belowground routing of the conduit from the equipment cabinet to the antennas or placement of the steel pipe footings. There are no known cultural resources in the immediate project site area, however resources are mapped within or near the County Bowl amphitheater area.

### Development Plan Features

Table 2: Development Plan Features (See Attachment E for Site Construction Plans)		
Item	Proposed	Optional Ordinance Standard
Structures (floor area)	20' wide x 15' long walled enclosure containing 6 equipment cabinets on top of a concrete pad.	Not more than twenty-five percent (25%) of the area of a lot may be covered by buildings used for non-residential purposes.
Building Setbacks	Twenty Four feet (24') from the West parcel boundary and Thirty feet (30') from the North parcel boundary.	Front yard of not less than thirty-five feet (35') for residential buildings and double that for non-residential purpose buildings for a total front yard setback of seventy feet (70').
Max. Height of Structure(s)	Antennas: 15 feet tall. Equipment shelter: 11 feet tall. Enclosure wall: 8 feet tall.	30 foot basic height limit within Single Family Residential Zone Districts under City jurisdiction.
Landscaping	Existing ground cover and native shrubs cover majority of property; County Bowl areas landscaped; existing masonry wall shields amphitheater and public areas.	None specified.



## ANALYSIS

### **Issue Areas**

**Aesthetics.** The proposed project would not obstruct or impair public views. The antennas for the facility would be placed on steel stub mounts that would be treated with a flat paint finish to blend with the native vegetation of the hillside. Existing vegetation provides some foreground and backdrop screening of the poles from major view sheds, is mitigated by the low-profile and color-treatment of the poles against the hillside, and/or is occluded by terrain. The equipment shelter would be placed behind an existing rock pile, tucked against the toe of the slope, on a flat area above and northwest of the concert amphitheater, and would not create a significant visual impact from neighboring public viewing areas, i.e. Alameda Padre Serra and Milpas streets.

**Electromagnetic Fields.** An RF/EMF report has been prepared in accordance with study methodology procedures prescribed in the FCC Office of Engineering and Technology Bulletin 65. The report concludes that emissions anywhere at ground level are calculated to be 13% of the applicable public limit for the project and approximately 56% of the permitted limits when combined with the emissions of the existing Verizon facility. No fencing for restricted access or other mitigation is required for FCC compliance with public or occupational exposure guidelines due to the height of the antennas, the bottom of which would be installed at 10'4" above grade. Upon construction, a follow-up field survey will be conducted to verify that the actual performance complies with FCC requirements.

**Environmental Impacts.** Recommended conditions of approval address potential impacts from the steel pipe mounts that are sunk within the dripline/expected root zone of the oak trees by providing mitigation measures to lessen these impacts; otherwise, no significant impacts to the oak habitat are anticipated with the placement of the aboveground footings or the conduit itself. No other impacts were identified.

**Setbacks.** Typical setbacks are placed at 30 feet, since the requirement is that a setback from residential parcels be 15 feet, but that setback needs to be doubled when adjacent to a commercial or industrial development (the cell site). However, the proposed equipment cabinet will only encroach minimally (approximately 5 feet) into the setback since the access road renders that portion of the adjacent property not usable. In addition, the existing sloping, natural terrain provides a natural buffer that meets the intent of the setback requirements. Finally, the County (as a public entity) is allowed to reduce the setback within its property as needed provided adequate consideration has been given to neighboring properties, as has been done in this case.

## **ATTACHMENTS**

- A. Conditions of Approval
- B. Plot Plans
- C. RF Report

## **ATTACHMENT A: CONDITIONS OF APPROVAL**

### **SANTA BARBARA COUNTY DEVELOPMENT AGREEMENT 08DPA-00000-00001**

I. A Development Agreement is Hereby Granted:

TO: Omnipoint Communications, Inc., a subsidiary of T-Mobile USA, Inc.,  
a Delaware corporation

APN: 029-011-023

PROJECT ADDRESS: 1126 North Milpas St., Santa Barbara, CA 93111

ZONE: A-I, Auditoriums/Stadiums, City of Santa Barbara

AREA/SUPERVISORIAL DISTRICT: First Supervisorial District

FOR: The establishment of a cellular telephone transceiver facility with an enclosed support equipment facility and the installation of six new steel stub-mount poles supporting six new panel antennas in the northern half of the parcel.

II. This approval is granted subject to compliance with the following conditions:

#### **PROJECT DESCRIPTION**

- 1. Project Scope.** This Development Agreement is based upon and limited to compliance with the project description and conditions of approval set forth below. Any deviations from the project description or conditions must be reviewed and approved by Santa Barbara County for conformity with this approval. Deviations may require modification to the Development Agreement; those deviations without the above described approval will constitute a violation of the Development Agreement.

The project description is as follows (08DPA-00000-00001):

**SureSite Consulting Group, agents for T-Mobile, proposes that the County allow the construction and use of an unmanned, mobile radio transceiver facility within a 15.16 acre property zoned for Auditoriums/Stadiums (A-1), south of Alameda Padre Serra and north of Milpas and Anapamu Streets on the County Bowl (County) property, within the City of Santa Barbara. The facility would be contained within a 20 x 15-foot lease area on assessor's parcel number 029-110-023, owned by the County of Santa Barbara.**

T-Mobile is proposing to construct an unmanned wireless facility that would utilize 6 panel antennas in three (3) sectors, with two (2) antennas per sector. A total of six (6) antennas would be installed. The antennas are directional and would be mounted on poles with a maximum height of 15 feet in three sectors. The azimuths for the three sectors are 100°, 180° and 240°.

The antennas would be installed on six individual steel poles measuring a total of 15-feet in height. Both the antennas and the pole-mounts would be treated with a flat paint finish to blend with the native vegetation of the hillside. Coaxial cabling from the antennas to the equipment would be buried. The pole mounts would be installed at an elevation ranging from 280 to 284-feet above sea level on the slope just northeast of the equipment area. Existing vegetation provides some foreground and backdrop screening of the pole mounts from major view sheds, is mitigated by the low-profile and color-treatment of the pole mounts against the hillside, and/or is occluded by terrain.

The equipment would be contained in a 300 square-foot lease area at an elevation of 260-feet above sea level. The T-Mobile equipment cabinet would be placed adjacent to the existing 1,000 square foot Verizon Wireless equipment previously permitted by the County, tucked against the toe of the slope, on a flat area above and northwest of the concert amphitheater.

All equipment for the T-Mobile antennas would be placed within a 20' wide x 15' long walled equipment compound. This enclosure would be 8 foot high and is designed to house 6 equipment cabinets.

It is anticipated that the site would be visited once per month by a T-Mobile Operations Technician for routine maintenance. These maintenance checks are typically performed during daylight hours. If nighttime access is needed, there would be three (2) hooded light fixtures (100-watt) on the interior of the walled enclosure that could be manually activated during maintenance activities

A new concrete foundation would be required for the shelter and portable generator, with no import and a total of less than 50 cubic yards of dirt export for grading purposes for both the poles and equipment. The new 8' high CMU walled enclosure would be finished with a sandstone veneer and a new 5' wide wood access gate would be installed on the south side of the lease area. The area is well-removed from existing uses on the County Bowl property in an inconspicuous and well-screened location.

Access to the facility would be provided via Newton Road, which is a privately owned road approximately 500-feet in length within a County access easement, located off of Alameda Padre Serra. Paved access continues approximately 1,000 feet beyond Newton Road from a secured and gated juncture located at the property

line, which leads to the proposed facility location on County Bowl (County) property.

The pole-mounted antennas would be located on a steep hillside on an area of the property restricted from access by the general public. This hillside location cannot be utilized or developed for recreational use or other purposes. As part of the development agreement process, a third-party radio frequency emissions report, evaluating the facility proposed by T-Mobile, has been provided to ensure compliance with FCC regulations governing the operation of wireless communication facilities. The emissions anywhere at ground level are calculated to be 13% of the applicable public limit by the T-Mobile antennas and the maximum calculated cumulative level at ground for the simultaneous operation of both carriers is 56% of the applicable public exposure limit. The maximum calculated cumulative level at any nearby building is 2.7% of the public exposure limit. No fencing for restricted access or other mitigation is required for FCC compliance with public or occupational exposure guidelines due to the height of the antennas, the bottom of which would be installed at 10'-4" above grade.

The electrical needs for the equipment would be serviced by SCE and no offsite public improvements will be needed for the proposed facility since existing power and telco connections for collocation were provided as part of the earlier installed Verizon project. The point of connection for power would be located adjacent to the facility as depicted in page C-1 of the drawings.

All disturbed areas due to trenching activities shall be refinished and restored to pre-existing standards. Construction activities shall not impede traffic flow through the County Bowl property at either point of access, Newton Road or Milpas Street, and shall leave adequate space to allow a minimum of one lane of traffic at all times. Construction of the Project shall be limited to the hours between 8 a.m. and 5 p.m. Monday through Friday (excluding state holidays and during public events at the County Bowl).

The grading, development, use and maintenance of the property, the size, shape, arrangement, and location of structures, parking areas and the protection and preservation of resources shall conform to the project description above and conditions of approval below. The property and any portions thereof shall be sold or leased in compliance with this project description and the conditions of approval hereto. All plans (such as Landscape and Tree Protection Plans) must be submitted for review and approval and shall be implemented as approved by the Real State Division of the General Services Department of the County of Santa Barbara.

## **PROJECT SPECIFIC CONDITIONS- PROJECT DESIGN STANDARDS**

- 2. Colors and Painting.** All exposed equipment and facilities (i.e., antennas, support structure, equipment cabinets, etc.) shall be finished in non-reflective materials

(including painted surfaces) and shall be color-matched to the existing surrounds. In general, the following color schemes shall be employed: i) Where the predominate site features consist of woodlands and vegetation, associated equipment and facilities shall be painted Frazee Blackened Beam-8646N (or equivalent); and ii) where the Project consists of a tenant improvement or where the predominate site features consist of urban improvements, associated equipment and facilities shall be painted to match the predominate features of the site (e.g., the color of the building on which the equipment cabinet is located). The Applicant shall not oppose the repainting of its facility in the future by another telecommunications carrier if an alternate color is deemed more appropriate by the County in approving a subsequent application. **Plan Requirements:** Construction plans evidencing compliance with the color specifications shall be submitted by the Applicant to the County. **Timing:** This condition shall be satisfied prerequisite to issuance of Building Permits. **Monitoring:** County staff shall conduct a Project Compliance Inspection within 30 days of project construction.

## TELECOMMUNICATION ORDINANCE CONDITIONS

3. **Emergency Generator.** The primary power source to the facility shall be provided by a public utility. A back-up generator may be brought to the site subject to the following: (i) the generator shall be positioned adjacent to the equipment shelter and may only be used for emergency outages when primary power is interrupted or for purposes of intermittent testing and maintenance; (ii) use of the back-up generator shall be strictly limited to, and only be authorized to operate, for the period of time during which the facility is without primary power, or during brief periods of routine testing and maintenance. **Plan Requirements:** The Applicant shall restate the use limitations of the emergency generator on the construction plans. **Timing:** This condition shall be satisfied prerequisite to issuance of a Building Permit for the Project. **Monitoring:** County staff shall check plans prior to approval of a Building Permit for the Project and shall conduct periodic compliance inspections during and after construction.
4. **Exterior Lighting.** Except as otherwise noted in the Project Description and development plans, the antenna support structure shall not be lighted. The leased premises shall likewise be unlit except for a manually operated light with timer which limits lighting strictly to the area of the equipment in the immediate vicinity of the antenna support structure. The light shall be shielded so as to avoid spillage onto adjacent areas and shall be kept off except when maintenance personnel are actually present at night. **Plan Requirements:** The Applicant shall restate the lighting limitations on the construction plans. Plans for exterior lighting, if any are provided, shall be submitted to the County for review and approval. **Timing:** This condition shall be satisfied prerequisite to issuance of Building Permits for the Project. **Monitoring:** County staff shall check plans prior to approval of Building

Permits for the Project and shall conduct periodic compliance inspections during and after construction.

5. **Underground Utilities.** Except as otherwise noted in the Project Description and development plans and in identified sensitive areas, all utilities necessary for facility operation, including coaxial cable, shall be placed underground. **Plan Requirements:** The Applicant shall restate the provisions for utility undergrounding on all building and grading plans. **Timing:** This condition shall be satisfied prerequisite to issuance of Building Permits for the Project. **Monitoring:** the County shall check plans prior to approval of Building Permits for the Project and shall conduct periodic compliance inspections during construction.
6. **Vegetation Protection.** Except as otherwise noted in the Project Description and development plans, and subject to the provisions of Condition #7, no native trees shall be removed and no construction activity shall be undertaken which causes lasting damage to any existing shrubs and trees (i.e., more than 25% of root zone disturbed). Sensitive habitats shall be protected to the maximum extent possible (i.e no more than 10% total habitat removed). Underground and aboveground lines serving the facility shall be routed to avoid damage to tree root systems and any trenching required within the dripline or sensitive root zone of any specimen tree shall be done by hand. All oak trees within 25 feet of ground disturbances shall be temporarily fenced with orange plastic construction fencing or other material satisfactory to the County prior to the start of construction activities. Perimeters of sensitive habitat and proper ingress and egress routes shall be clearly flagged by a County-approved biologist prior to commencing construction activities to avoid impacts from foot traffic and construction on sensitive vegetation. No digging shall be undertaken within the dripline of any oak tree for the exact locations of any pipe mounts to be sunken into the root zone, identification of major root systems to be avoided, and proper techniques for severing minor tree roots (i.e. using hand probes to search for larger diameter roots, avoiding cutting roots that are 2 inches in diameter or greater, and cleanly cutting any roots two inches in diameter or less using a pruning instrument). No equipment or construction materials shall be parked, stored or stockpiled within six feet of any oak tree dripline, and all staging and stockpiling of equipment shall be restricted to existing paved or disturbed surfaces to the maximum extent possible. **Plan Requirements:** The location and extent of driplines for all oak trees and the type and location of all building improvements and ground disturbances associated with the Project shall be shown on the grading and building plans. The Applicant shall restate the requirement for vegetation protection on the construction plans. **Timing:** This condition shall be satisfied prerequisite to issuance of Building Permits for the Project. **Monitoring:** County staff shall conduct periodic compliance inspections during construction.
7. **Vegetation Maintenance.** As provided in Condition #6, existing trees and vegetation on the Project site shall be protected from damage during construction to the maximum extent feasible and the Applicant shall avoid disturbance to such

vegetation during the operational life of the telecommunications facility. No tree removal or damage is authorized by this permit, however any unanticipated damage to trees or sensitive habitats from construction activities shall be mitigated in a manner approved by the County. Removal of oak trees shall be addressed by Condition #15, Tree Replacement, outlining appropriate ratios for replacement or relocation of existing trees. Existing vegetation that serves to screen the facility shall not be altered in any manner that would increase the visibility of the facility except: (i) where such alteration is specifically allowed by the approved Project; (ii) where necessary to avoid signal interference to and from the approved facility; and (iii) such alteration is performed under the direction of a licensed arborist. In addition, any trees or significant vegetation (whether existing at time of Project construction or added pursuant to this condition) which serve to screen the facility and which subsequently die, shall be replaced with native trees and vegetation of a comparable size, species and density. The facility may be required to be repainted during the time required for the newly planted vegetation to mature and provide adequate screening. **Plan Requirements:** The Applicant shall restate the requirement for vegetation maintenance on the construction plans. **Timing:** This condition shall be satisfied prerequisite to issuance of Building Permits for the Project. **Monitoring:** County staff shall check plans and verify compliance prior to issuance of the lease agreement, and shall conduct periodic compliance inspections during and after construction.

8. **Public and Worker Protections.** Access to the facility by the general public must be restricted. Antennas shall be located on stub mounts of adequate height to avoid direct public exposure. In addition, to prevent occupational exposures to radio frequency radiation in excess of FCC guidelines, no access within four feet directly in front of the antennas shall be allowed while the facility is in operation, unless other measures can be demonstrated to ensure that occupational protection requirements are met. Warning signs shall be posted that are visible to persons who may approach the facility. The required warning sign(s) shall comply with ANSI C95.2 requirements related to color, symbol and content provisions. Contact information (e.g., a telephone number) to arrange for access to restricted areas shall also be provided. **Plan Requirements:** The Applicant shall restate the provisions for public and worker protections on the construction plans. **Timing:** The requirement for plan documentation shall be satisfied prerequisite to issuance of Building Permits for the Project. Posting of warning signs shall be accomplished prior to obtaining Final County Inspection Clearance. **Monitoring:** County shall check plans prior to approval of Building Permits for the Project and shall conduct periodic compliance inspections during and after construction.
9. **Emissions Compliance.** The facility shall, at all times, be operated in strict conformance with: (i) rules, regulations and standards published by the Federal Communications Commission ("FCC") regulating power densities and establishing Maximum Permissible Exposure ("MPE") Limits; or (ii) all other legally binding, more restrictive standards subsequently adopted by federal agencies having



jurisdiction. Compliance with this requirement shall be governed by the following provisions:

- a. **Initial Verification.** The Applicant shall hire a qualified electrical engineer (wholly independent of the Applicant) and licensed by the State of California, to field test and measure actual radio frequency (“RF”) electromagnetic emissions at the Project site. If other telecommunication facilities are present at the site, field-testing shall measure the emissions specifically attributable to the Project as well as cumulative emission attributable to the site as a whole. A report of these measurements and the author's/engineer's findings with respect to compliance with established RF standards shall be submitted to the County within 30 days after facility is constructed and placed into commercial operations. The Applicant shall pay for the cost of undertaking the field measurements and preparing the report. The facility shall cease and desist commercial operations until it complies with, or has been modified to comply with, applicable RF standards. Proof of said compliance shall be a certification provided by the engineer who prepared the original report.
  
- b. **Continued Verification.** Every five years, a report listing effective radiated power of the Project as well as cumulative emission attributable to the site as a whole, shall be submitted by the Applicant to the County. If the effective radiated power has changed, calculations specifying RF levels in inhabited areas shall be prepared and submitted to the County with the report within 90 days of the date said change becomes effective. RF calculations shall also be prepared by the Applicant every time the adopted RF standards change. If calculated levels in either of these cases exceed eighty percent (80%) of the applicable RF standards, the Applicant shall notify the County and the County shall hire a qualified electrical engineer licensed by the State of California to measure actual RF levels produced. A report of these calculations, required measurements (if any) and the author's/engineer's findings with respect to compliance with the current RF standards shall be submitted to the Director within five years of facility approval and every five years thereafter. The Applicant shall pay for the cost of preparing the reports. Procedures, penalties and remedies for non-compliance (or alleged non-compliance) with these reporting requirements shall be governed by the provisions of the Telecommunications Ordinance of the County of Santa Barbara.

**Plan Requirements:** The Applicant shall restate the provisions for emissions compliance on all building plans. **Timing:** Initial verification

of compliance with RF standards shall be accomplished not later than 30 days following completion of construction and commencement of commercial operations. County staff shall monitor compliance every five years thereafter. **Monitoring:** County staff shall conduct a Project Compliance Inspection prior to and as condition precedent to obtaining Final Inspection Clearance. Thereafter, County staff shall monitor changes in RF standards and carrier changes at the Project site that might trigger the requirement for field-testing at intervening times between regular test periods.

**10. Project Review.** Five years after signing of the Development Agreement for the Project and no more frequently than every five years thereafter, the County may undertake inspection of the Project and require the Applicant to modify its facilities subject to the following parameters:

- a. **Modification Criteria.** Modifications may be required if, at the time of inspection it is determined that: (i) the Project fails to achieve the intended purposes of the development standards listed in the County's Telecommunications Ordinance for reasons attributable to design or changes in environmental setting; or (ii) more effective means of ensuring aesthetic compatibility with surrounding uses become available as a result of subsequent technological advances or changes in circumstance from the time the Project was initially approved.
- b. **Modification Limits.** The County's decision shall take into account the availability of new technology, capacity and coverage requirements of the Applicant, and new facilities installed in the vicinity of the site. The scope of modification, if required, may include, but not be limited to a reduction in antenna size and height, collocation at an alternate permitted site, and similar site and architectural design changes. However, the Applicant shall not be required to undertake changes that exceed ten percent (10%) of the total cost of facility construction.

**Plan Requirements:** The Applicant's As-Built plans shall be used as the basis for future evaluation. **Timing:** Building permit valuation data shall be used for the purpose establishing the estimated cost of installing the facility. At the time of subsequent inspection and upon reasonable notice, the Applicant shall furnish supplemental documentation as necessary to evaluate new technology, capacity and coverage requirements of the Applicant. **Monitoring:** County staff shall conduct periodic inspections and ascertain whether more effective mitigation is available with regard to design and technology.

- 11. Collocation.** The Applicant shall avail its facility to other telecommunication carriers and, in good faith, accommodate all reasonable requests for collocation in the future subject to the following parameters: (i) the party seeking the collocation shall be responsible for all facility modifications, environmental review, mitigation measures, associated costs and permit processing; (ii) the Applicant shall not be required to compromise the operational effectiveness of its facility or place its prior approval at risk; (iii) the Applicant shall make its facilities and property available for collocation on a non-discriminatory and equitable cost basis; and (iv) the County retains the right to verify that the use of the Applicant's facilities and property conforms to County policies regarding collocation, and the right to impose additional conditions where necessary to assure these policies are being fulfilled. Procedures, penalties and remedies for non-compliance (or alleged non-compliance) with these collocation requirements shall be governed by the provisions of the County Telecommunications Ordinance.
- 12. Abandonment/Site Restoration.** If use of the facility is discontinued for a period of more than one year, the facility shall be considered abandoned. Unless the period is extended in the time and manner permitted by the County Code, the facility shall be removed and the site shall be restored to its original state; however, the landowner may request that the facility remain subject to obtaining the necessary permits. The Applicant shall remove all support structures, antennas, equipment and associated improvements, subject to the provisions of the lease, and restore the site to its natural pre-construction state within 60 days of the date of receipt of the County's notice to abate. If such facility is not removed within 60 days, the County may remove the facility at the Applicant's expense. The Applicant shall submit an abandonment bond to cover anticipated costs of future removal as well as a re-vegetation plan of proposed abandonment to be reviewed and approved by a County approved biologist prior to demolition. This provision shall also apply to removal of the facility upon Lease expiration. **Plan Requirements:** The Applicant shall restate the provisions for abandonment/site restoration on the construction plans. A re-vegetation plan, if deemed necessary by County staff, shall be submitted for site restoration prior to demolition. **Timing:** Prior to the start of construction of the facility, the Applicant shall post a performance security in an amount equal to the estimated cost of removing the facility (*Note: \$10,000 for simple structures*). The bond shall be maintained for the life of the facility. The approved restoration plan shall be implemented upon completion of site demolition during the time of the year that will allow for the germination of seed without supplemental irrigation. **Monitoring:** The County staff shall conduct a site inspection within 12 months after notification is received by the County that the facility will no longer be in use to ensure that such facility has been removed and the site properly restored. The performance security shall be retained until this condition is fully satisfied.
- 13. Transfer of Ownership.** In the event that the Applicant sells or transfers its interest in the telecommunications facility, the Applicant and/or succeeding carrier

shall immediately notify the County of the change and thereafter assume all responsibilities concerning the Project and shall be held responsible by the County for maintaining consistency with all conditions of approval. The succeeding carrier shall provide accurate contact and billing information to the County. This provision is subject to the terms of the Lease Agreement between County and Applicant, and in the event of any discrepancy in the terms, the Lease Agreement shall govern. **Plan Requirements:** The Applicant shall execute a Lease Agreement. The Applicant shall notify the County of changes in ownership to any or all of the telecommunications facility. **Timing:** Execution of the Lease Agreement shall be satisfied prior to construction clearance. Notification of changes in facility ownership shall be given by the Applicant and/or succeeding carrier to the County within 30 days of such change. **Monitoring:** County staff shall verify that the Lease Agreement is fully executed prior to construction startup.

#### COUNTY STANDARD CONDITIONS

14. **Archaeological Discovery.** In the event archaeological artifacts are encountered during grading or other grounding disturbing activities, work shall be stopped immediately or redirected until a County qualified archaeologist and Native American representative are retained by the Applicant to evaluate the significance of the find pursuant to Phase 2 investigations of the County Archaeological Guidelines. If remains are found to be significant, they shall be subject to a Phase 3 mitigation program consistent with County Archaeological Guidelines and funded by the Applicant. **Plan Requirements:** The Applicant shall restate the provisions for archaeological discovery on all building and grading plans. **Timing:** This condition shall be satisfied prerequisite to issuance of a Building Permit for the Project. **Monitoring:** The County shall check plans prior to approval of a Building Permit for the Project and shall conduct periodic compliance inspections during and after construction.
  
15. **Tree Replacement.** In the event that any oak trees are removed and/or damaged as a result of the Project (more than 25% of root zone disturbed), such trees shall be replaced on a 10:1 basis with five-gallon size saplings grown from locally obtained seed. Where necessary to remove a young tree and feasible to replant, and only after obtaining approval from the County, trees shall be boxed and replanted. A drip irrigation system with a timer shall be installed. Trees shall be irrigated and maintained until fully established. During the maintenance period, the plantings shall be protected from predation by wild and domestic animals, and from human interference by the use of staked, chain link fencing and gopher fencing. **Plan Requirements/Timing:** The Applicant shall restate the provisions for tree replacement on all building and grading plans. **Timing:** This condition shall be satisfied prerequisite to issuance of a Building Permit for the Project. Replacement trees, if any are required, shall be planted prior to issuance of Final Inspection Clearance. **Monitoring:** The County shall check plans prior to approval of a Building Permit, conduct a Project Compliance Inspection to verify

tree plantings (if any are required) prior to and as condition precedent to obtaining Final Inspection Clearance, and shall conduct periodic compliance inspections during and after construction.

**16. Erosion Control.** Best available erosion and sediment control measures shall be implemented during grading and construction. Conduit installation and staging areas should be selected to minimize runoff, erosion, sedimentation, vegetation and habitat disturbance, and other related ground control issues. Protective fencing or other erosion control measures such as gravel bags, wattles, straw bales, erosion control blankets, jute net and/or silt fences should be installed in any areas where potential erosion or sedimentation issues exist, particularly in the drainage and wet areas. Sediment control measures shall be maintained for the duration of the grading period and until graded areas have been stabilized by landscaping, structures or other more permanent erosion control measures. All disturbed surfaces of the site shall be re-vegetated with native grasses or shrubs upon completion. The Applicant shall limit excavation and grading to the dry season of the year (i.e. April 15 to November 1) unless an erosion control plan (approved by the County) is in place and all measures therein are in effect. **Plan Requirements:** The Applicant shall restate the provisions for erosion control on all grading and building plans. The requirement and specifications for reseeding shall be included in the Landscape Plans. **Timing:** Graded surfaces shall be reseeded within four weeks of grading completion, with the exception of surfaces graded for the placement of structures. These surfaces shall be reseeded if construction of structures does not commence within four weeks of grading completion. **Monitoring:** County staff shall inspect the site during grading to monitor dust generation and four weeks after grading to verify reseeding and to verify the construction has commenced in areas graded for placement of structures.

**17. Dust Control.** Dust generated by development activities shall be kept to a minimum with a goal of retaining dust on the site. The Applicant shall employ the following dust control measures:

- a. During clearing, grading, earth moving, excavation, or transportation of cut or fill materials, water trucks or sprinkler systems are to be used to prevent dust from leaving the site and to create a crust after each day's activities cease.
- b. During construction, water trucks or sprinkler systems shall be used to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day, and whenever wind speeds threaten to cause substantial dust generation.
- c. Soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation.

**Plan Requirements:** The Applicant shall restate the provisions for dust control on all on grading and building plans. **Timing:** Dust control measures shall be implemented throughout all grading and construction periods. **Monitoring:** County staff shall ensure that dust control measures are on all plans, conduct periodic compliance inspections during and after construction and respond to nuisance complaints (if any are received).

**18. Construction Hours.** Construction of the Project shall be limited to the hours between 8 a.m. and 5 p.m. Monday through Friday (excluding state holidays). Construction equipment maintenance shall be limited to the same hours. **Plan Requirements:** A sign stating work schedule restrictions shall be provided by the Applicant and posted at the Project site. **Timing:** The sign shall be in place prior to commencement of construction and remain throughout Project development. **Monitoring:** County staff shall conduct periodic compliance inspections during construction and respond to complaints (if any are received).

**19. Fire Protection.** During construction, measures shall be taken to mitigate the potential for brush or grass fires from use of heavy equipment, welding, vehicles with catalytic converters, etc. All equipment with the potential to work off-road shall be equipped with appropriate mufflers and have extinguishers mounted on each vehicle. Construction equipment operating within existing vegetated areas shall avoid the risk of fire through appropriate energy sourcing and non-hazardous operating procedures. Personnel shall be briefed on the dangers of wildfire and be able to respond accordingly should the need arise. On-site supervisor(s) shall have a cell phone or other means of initiating a 911-response time a timely manner in the event of a medical emergency and/or fire. **Plan Requirements:** The Applicant shall restate the provisions for fire protection on all grading and building plans. The name and telephone number of on-site supervisor shall be provided to the Fire Department. **Timing:** Fire protection measures shall be implemented throughout construction. The name and telephone number of an on-site supervisor shall be provided to the Fire Department prior to commencement of construction or grading activities. **Monitoring:** County staff shall ensure measures are on plans prior to Building Permit approval; Fire Department staff shall spot check for compliance during construction.

## PROJECT COMPLIANCE AND ENFORCEMENT

**20. Facility Maintenance.** The facility will be maintained in a continuous state of good condition and repair, with particular attention to aesthetic effectiveness of the Project design. Furthermore, the Applicant shall ensure that the Project complies with all approved plans, specifications and conditions of approval including those that must be monitored after the Project is built and placed into commercial operation. As provided by this Development Agreement, corrective improvements shall be made to the facility as necessary to continuously conform with and

implement conditions of Project approval including, as applicable, repair, repainting and/or replacement of facility components as needed. The Applicant shall compensate the County for all costs associated with conducting field inspections, reviewing compliance reports, and performing related tasks for the life of the Project. Where a Project is found to be non-compliant, the Applicant shall adhere to County recommendations to bring the Project into compliance. Enforcement in the event of non-compliance, including lease revocation, shall be governed by applicable provisions of the Lease Agreement. To accomplish the foregoing requirements, the Applicant shall abide by the following:

- a. Execute and record a Lease Agreement prior to and as a condition precedent to construction startup for the Project, which Agreement shall specifically embody provisions regarding monitoring by the County and the Applicant's ongoing obligation to pay requisite fees to offset the cost thereof. Failure to pay such fees shall constitute a violation of the terms and conditions of approval herein.
- b. Contact County staff as soon as possible after Project approval to provide the name and phone number of the future contact person for the Project and give estimated dates for future Project activities.
- c. Contact County staff at least two weeks prior to commencement of construction activities to schedule an on-site pre-construction meeting with the owner, compliance staff, other County personnel and key construction personnel.
- d. Pay fees: (i) prior to approval of any Building Permits in the amount as authorized under ordinance and fee schedules to cover full costs of monitoring as described above, including costs for the County to hire and manage outside consultants when deemed necessary by County staff (e.g. non-compliance situations, special monitoring needed for sensitive areas including but not limited to biologists, archaeologists) to assess damage and/or ensure compliance; and (ii) as necessary to compensate the County for ongoing costs of monitoring which exceed the initial deposit of fees at the time of Building Permit approval. Failure to pay such monitoring fees shall constitute a violation of the terms and conditions of approval of the Project.
- e. Contact County staff as soon as possible after completion of construction, but prior to placing the telecommunications facility into commercial operation, to schedule a Project Compliance Inspection. The Project must be compliant with all terms and

conditions of approval prior to and as a condition precedent to obtaining Final Inspection Clearance.

**Plan Requirements:** The Applicant shall restate the maintenance and compliance requirements on the construction plans. **Timing:** The requirement for plan documentation and execution of the Lease Agreement shall be satisfied prerequisite to construction startup for the Project. Requirements for Project compliance with the terms and conditions of approval shall be continuous. **Monitoring:** County staff shall check plans and verify that the Lease Agreement is fully executed prior to construction startup, and shall conduct periodic compliance inspections during and after construction.

21. **Project Compliance Inspection.** Upon completion of construction and prior to placing the facility into commercial operation, County staff shall inspect all segments of the Project prior to and as a condition precedent to obtaining Final Inspection Clearance. In the event that all conditions have not been fully satisfied prior to commencement of use or operation of the Project, and at the discretion of the County pursuant to and subject to the limitations set forth in the Project Description, the Applicant shall obtain and deliver to the County a performance bond or other acceptable form of guarantee to assure full compliance within a time period acceptable to the County. **Plan Requirements:** The Applicant shall restate the requirement for a Project Compliance Inspection on the construction plans. **Timing:** County shall check plans prior to approval of a Building Permit. A Project Compliance Inspection shall be performed after construction is completed and prior placing the telecommunications facility into commercial operation. **Monitoring:** County staff shall conduct a Project Compliance Inspection prior to and as a condition precedent to obtaining Final Building Inspection Clearance.
22. **Enforcement.** All site plans, landscaping plans (if any), project exhibits, project description, and subsequent additions or modifications to the Development Agreement or conditions of approval, are incorporated herein, and shall have the same force and effect as the original terms and conditions of approval granted herein. The remedies available to the County upon the Applicant's failure to comply with such new conditions would include termination of the lease per the default provisions (Section 27) of the Lease Agreement. **Timing:** Execution of the Development Agreement by County Staff and the Applicant shall be satisfied prerequisite, or simultaneously with the issuance of a Lease Agreement for the Project. **Monitoring:** County staff shall verify that the Development Agreement is executed as part of the Lease Agreement.



## STANDARD CONDITIONS

**23. Acceptance of Conditions.** The Applicant's acceptance of this Development Agreement by virtue of signature and/or commencement of construction and/or operations under this approval shall be deemed acceptance of all conditions of this approval by the Applicant. The operator and owner, successor or assignee are responsible for complying with all conditions of approval. Any zoning violations concerning the installation, operation, and/or abandonment of the facility are the responsibility of the owner and the operator, successor or assignee.

## COUNTY RULES AND REGULATIONS

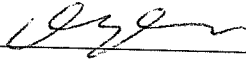
**24. Print & Illustrate Conditions on Plans.** All applicable final conditions of approval shall be printed in their entirety on applicable pages of final grading and construction plans submitted to the County. These documents shall be graphically illustrated where feasible.

**25. Fees Required.** Prior to issuance of Building Permit, the Applicant shall pay all applicable County fees in full.

**26. Indemnity and Separation Clauses.** The Applicant shall defend, indemnify and hold harmless the County or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees, to attack, set aside, void, or annul, in whole or in part, the County's approval granted herein. In the event that the County fails promptly to notify the Applicant of any such claim, action or proceeding, or that the County fails to cooperate fully in the defense of said claim, this condition shall thereafter be of no force or effect.

**27. Legal Challenge.** In the event that any condition imposing a fee, exaction, dedication or other mitigation measure is challenged by the Project sponsors in an action filed in a court of law or threatened to be filed therein which action is brought within the time period provided for by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition is invalidated by a court of law, the entire Project shall be reviewed by the County and substitute conditions may be imposed.

\_\_\_\_\_  
RONN CARLENTINE, MANAGER, REAL ESTATE SERVICES  
COUNTY OF SANTA BARBARA,  
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

\_\_\_\_\_  
  
\_\_\_\_\_, REGIONAL DIRECTOR  
OMNIPPOINT COMMUNICATIONS, INC.,  
A SUBSIDIARY OF T-MOBILE USA, INC., A DELAWARE CORPORATION

Date: 10/29/08

**"BUILDING PERMITS"**  
Exhibit "F"

## **“CONSTRUCTION SCHEDULE”**

### Exhibit “G”

Week 1: Underground utility work, concrete pad preparation, pour the enclosure slab.

Week 2: Underground antenna coax conduit, erect antenna mounts.

Week 3: Mount antennas, install antenna coax cables, construct CMU wall, and apply stone façade.

Week 4: Set base station units, connect electrical & coax, complete electrical inspection.

Project: Clearwire at County Bowl  
APN: 029-110-023  
Folio: 003516  
Agent: JJS

**LEASE AGREEMENT**  
**CLEARWIRE at County Bowl**

**THIS LEASE AGREEMENT** is made by and between the

COUNTY OF SANTA BARBARA,  
a political subdivision of the State of California,  
hereinafter referred to as "COUNTY,"

and

CLEAR WIRELESS LLC,  
a Nevada limited liability company,  
hereinafter referred to as "LESSEE,"

with reference to the following:

**WHEREAS**, COUNTY is the owner of that certain real property commonly known as the County Bowl (hereinafter "County Bowl"), and more particularly described as Assessor's Parcel Number 029-110-023, which property is used for the purposes of an events venue (hereinafter "Property") and is shown as the diagonally slashed area of Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, LESSEE currently operates and maintains a wireless communication network inside and outside the boundaries of Santa Barbara County; and

**WHEREAS**, LESSEE wishes to improve its communication network by installing and operating a wireless communication facility used for providing broadband internet and digital voice service, as defined herein, on the said Property; and

**WHEREAS**, LESSEE desires to enter into a lease agreement (hereinafter "Agreement"), with the COUNTY to occupy and use a portion of said Property for a wireless communication facility subject to the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the provisions, covenants, and conditions, contained herein, the parties agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for the COUNTY by the COUNTY'S Department of General Services.

2. **LEASED AREA:** COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY the specific portion of the Property to be occupied by LESSEE'S wireless communication facility (hereinafter "Site") as shown on Exhibit "B", attached hereto and incorporated herein by reference.

3. **ACCESS TO THE SITE:** LESSEE shall access the Site during the normal operating hours of the Property. LESSEE shall only access the Site on the access road marked on the architectural plans attached hereto as Exhibit "C" and by reference made a part hereof. For any other required access (emergency situations and equipment failure excepted), LESSEE shall give reasonable notice, which shall be defined as five (5) business days, to the COUNTY'S Real Property Manager prior to gaining access to the Site. In the event emergency or equipment failure access is required, LESSEE may access the Site and shall immediately notify the COUNTY'S Real Property Manager at (805) 568-3078. LESSEE shall not disturb the public events held at the venue on the Property and LESSEE shall not access the Site during such public events unless such emergency or equipment failure access is required. COUNTY shall not be responsible for maintaining the access road to the Site.

COUNTY shall not be liable to LESSEE for lack of access to the Site as a result of natural causes. However, in the event that the Site becomes inaccessible as a result of natural causes, COUNTY shall to the extent necessary cooperate with LESSEE to restore access in a timely fashion.

LESSEE shall comply with all COUNTY security programs and policies.

4. **PURPOSE AND USE:** LESSEE shall use the Site to construct, maintain, repair, alter, replace and/or remove or have constructed, maintained, repaired, altered, replaced, and/or removed all or any portion of LESSEE'S wireless communication facility, including but not limited to, the equipment shelter, radio equipment, antenna support structures, antennas, utility conduits, poles, wires, anchors, guys, and all other appurtenant equipment and operations approved by COUNTY which are incidental thereto and necessary to operate and maintain LESSEE'S wireless communication facility (hereinafter "Facility"), and to transmit and receive communication signals in any and all frequencies which do not interfere with other wireless communications existing as of the date of this Agreement, and for all purposes incidental thereto.

LESSEE'S use of the Site shall conform to the equipment and antenna specifications described in Exhibit "D", attached hereto and by reference made a part hereof. LESSEE shall not expand its use of the Site beyond the scope of said specifications nor use the Site for any other purposes without the express written consent of the COUNTY'S Real Property Manager, at the address of 1105 Santa Barbara Street, Santa Barbara, CA 93101 and shall comply with all requirements of any and all permits. It is understood and agreed to by each party that LESSEE shall have the right to make changes to and replacements of equipment which are of a substantially similar or "like-kind" nature without having to obtain the consent of COUNTY, provided such changes do not alter the square footage of the lease area of the Site nor change the visual impact or appearance of LESSEE'S Site and Facility. LESSEE shall notify COUNTY in writing of any such changes made to LESSEE'S Facility without COUNTY'S consent.

5. **TERM:** The term of this Agreement is for a period of five (5) years, more or less, commencing on NOVEMBER 1ST, 2009 (hereinafter "Commencement Date") and terminating on OCTOBER 31ST, 2014, unless sooner terminated as hereinafter provided.

6. **EXTENSION AND RENEWAL OF LEASE:** In the event this Agreement has not otherwise been terminated and LESSEE is not in default (after expiration of all cure periods) at the end of the above-referenced term, then such term may be extended for three (3) additional terms of five (5) years each upon mutual agreement of LESSEE and COUNTY. All extensions shall be requested by LESSEE in writing at least sixty (60) days prior to the termination of the then current term and shall be extended upon mutual agreement of LESSEE and COUNTY, and such extensions shall be set forth as follows:

Extension Period One, 5 years November 1, 2014 through October 31, 2019

Extension Period Two, 5 years November 1, 2019 through October 31, 2024

Extension Period Three, 5 years November 1, 2024 through October 31, 2029

In the event of any such extensions the rent shall be calculated as per Section 8, RENT, or such other basis as the parties may then agree.

7. **SECURITY DEPOSIT:** A deposit ("Security Deposit") in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) shall be due to COUNTY within thirty (30) days of the Commencement Date of this Agreement. COUNTY shall have the right to use monies from this Security Deposit to make any repairs or equipment removal not made by LESSEE for which LESSEE is otherwise obligated to make and to restore the Site in the event LESSEE does not properly do so according to its obligations as set forth in Section 12, ABANDONMENT OF SITE/DISPOSITION OF PERSONAL PROPERTY or Section 34, SURRENDER OF PREMISES, herein. In the event that, during the course of this Agreement, COUNTY is required to use a portion of the Security Deposit to make repairs, then LESSEE shall, within thirty (30) days of such repairs, reimburse the Security Deposit the monies used by COUNTY in connection with the repairs. At the expiration or earlier termination of this Agreement, notwithstanding the provisions of Section 34, SURRENDER OF PREMISES, COUNTY shall refund any remaining monies from the Security Deposit to LESSEE.

8. **RENT:** The annual rent payable by LESSEE to COUNTY during the first year of this Agreement shall be EIGHTEEN THOUSAND DOLLARS and 00/100 (\$18,000.00) lawful money of the United States of America due on the Commencement Date of this Agreement. The base annual rent for the first year shall be prorated from the Commencement Date through October 31, 2010.

Thereafter, payments shall be made annually, in advance, on or before the first day of 1st November of each and every calendar year beginning in the year 2010. Rent due for any period during the term hereof which is for less than one (1) calendar year shall be prorated based upon a three hundred sixty-five (365) day year. The annual rent shall be subject to adjustment as set out in Sections 8 and 9, RENT and COST OF LIVING ADJUSTMENT, below. If rent is not paid ten (10) days after the date due (the Commencement Date or any anniversary thereof), upon written notification from COUNTY that rent is late, interest will accrue on the unpaid balance at ten percent (10%) per annum from the date it became due until it is paid.

Rental payments shall be made payable to "County of Santa Barbara" and sent to COUNTY at the address as stated in Section 25, NOTICES, herein below.

Upon expiration of Extension Period One of this Agreement, and prior to the exercise of each and every extension or renewal thereafter under Section 6, EXTENSION AND RENEWAL OF LEASE, COUNTY shall perform a fair market rent survey and an analysis of applicable County policy(s), the purpose of which is to determine the then current fair market rental terms for the Site. It is acknowledged that the Site consists of the Leased Area only and that the value of any improvements thereto shall not be considered in the rent survey. Upon completion of the rent survey, COUNTY and LESSEE shall execute an Amendment to this Agreement establishing such new annual rental terms. Such adjusted annual rental terms shall go into effect upon termination of the then current term of this Agreement. LESSEE shall not be relieved of its obligation to pay the annual rent otherwise due while the parties agree to the fair market rent at the commencement of each extension period. Any such increase in rent shall be paid to COUNTY within thirty (30) days upon full execution of an Amendment.

Each party agrees that it will use good faith bona fide efforts to determine the rent for each extension period. If the parties cannot agree upon a fair market rent sixty (60) days prior to the expiration of the initial term or any renewal thereafter, either party may select a qualified Member of the Appraiser's Institute (MAI) familiar with the value of such real property rents to act as an arbitrator. The objecting party shall pay for the cost of the arbitrator's fee.

If, at the expiration of the then current term both parties have not accepted the new fair market rental amount, then this Agreement shall terminate and all rights of LESSEE shall cease and LESSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Site and Facility.

9. **COST OF LIVING ADJUSTMENT:** Beginning November 1, 2010, and on each and every anniversary of this date, the annual rent provided in Section 8, RENT, above shall be subject to a Cost of Living Adjustment and shall be increased from the annual rent payable during the immediately preceding year of the lease term by five percent (5%).

10. **SITE SUITABILITY:** LESSEE has investigated the Property and the Site and has determined that they are suitable for LESSEE'S intended operations, and therefore, LESSEE hereby accepts, by way of executing this Agreement, the Site in its existing condition.

**LESSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PROPERTY OR SITE, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY LESSEE.**

11. **CONSTRUCTION AND IMPROVEMENTS:** LESSEE shall, at its sole expense, erect and maintain the Facility in accordance with the design specifications of the architectural plans described in Exhibit "C", attached hereto. LESSEE shall give COUNTY no less than ten (10) days written notice prior to the commencement of any work in, on, or about the Site and shall keep the Property and Facility free and clear of liens for labor and materials.

Immediately after the execution of this Agreement, a pre-construction meeting for the Facility will be scheduled with COUNTY, through the Real Property Manager, at the Site to review project procedures, designation of project and/or construction managers, and project scheduling.



LESSEE shall submit to the Real Property Manager, or its designated agent, periodic status reports indicating description of finished work and milestones.

Upon compliance with all required permitting, construction of the Facility shall begin promptly after the Commencement Date and shall be pursued expediently to completion. Copies of the required Land Use Development Agreement and Building Permit(s) are attached hereto and by reference made a part hereof as Exhibits "E" and "F", respectively. In the event of a conflict between the terms of the Land Use Development Agreement attached hereto as Exhibit "E" and the terms of this Agreement, the terms of this Agreement shall control.

Any work done on or around the Site shall conform to the construction schedule described in Exhibit "G", attached hereto and by reference made a part hereof. LESSEE shall, during all phases of construction, have a designated representative present on the Site to monitor construction and ensure compliance with the aforementioned work plan. In addition, COUNTY, through its General Services Department may, at its option, have a designated representative on Site who, during all phases of construction, shall have the right to suspend and/or terminate any and all phases of such construction that do not substantially comply with Exhibits "C", "D", "E" or "F".

In the event that LESSEE wishes to alter or improve the Site in additional ways not anticipated by this section, LESSEE shall obtain the advance written approval from COUNTY'S Real Property Manager, which approval shall not be unreasonably withheld; and LESSEE shall comply with all requirements of any applicable permits.

The requirements relating to construction set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to entitle LESSEE to undertake construction of the Facility nor additional future improvements without complying with all permitting required by COUNTY in its governmental capacity.

COUNTY warrants that it has the right and the ability to enter into this Agreement on the subject Property.

**12. ABANDONMENT OF SITE/DISPOSITION OF PERSONAL PROPERTY:**

LESSEE shall not abandon, vacate, or surrender the Site at any time during the term of this Agreement and if LESSEE does abandon, vacate, or surrender said Site, any personal property belonging to LESSEE and left on the Site more than sixty (60) days after such abandonment, vacation or surrender shall be deemed abandoned at the option of the COUNTY, and title to such shall pass to COUNTY. This provision shall also apply to personal property left after the termination or other expiration of this Agreement and any applicable removal periods as described in Section 34, SURRENDER OF PREMISES.

**13. NONINTERFERENCE:**

A. Property: LESSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, tenants, LESSEE'S, invitees, agents and/or contractors, to use any portion of the Property, the Site, or the Facility in any way which interferes with the use of the Property by COUNTY. Such interference shall be deemed a material breach, and in the event of such interference caused by LESSEE, LESSEE shall terminate said interference promptly upon notice from COUNTY. In the event LESSEE fails to stop such interference within forty-eight (48) hours after receipt of such notice, LESSEE shall cease operation of the Facility until such interference is eliminated.

B. Telecommunications: LESSEE shall meet and comply with all non-interference rules of the Federal Communications Commission (hereinafter "FCC"). Subject to LESSEE'S rights hereunder, LESSEE shall not use, nor shall LESSEE permit its employees, invitees, agents or any others under its control to use the Property or Site in any way which materially interferes with the operations of other telecommunications users on the Property existing as of the date of execution of this Agreement. Upon written notification from COUNTY, any such interference shall be deemed a material breach of this Agreement by LESSEE, and LESSEE shall have the responsibility to terminate said interference. LESSEE acknowledges that continuing interference may cause irreparable injury to other telecommunications users. Therefore, in the event LESSEE does not terminate said interference within forty-eight (48) hours of written notice from COUNTY, LESSEE shall cease operation of the Facility until such interference is eliminated, and such user(s) shall have the right to bring an action to enjoin such interference and collect damages from LESSEE.

In the event COUNTY constructs or allows to be constructed, a telecommunications facility on the Property, then COUNTY, its employees, invitees, agents, lessees, licensees or any others under its control, shall not use said facility in any way which materially interferes with the operations of LESSEE. Upon written notification from LESSEE, any such interference shall be deemed a material breach of this Agreement by COUNTY, and COUNTY shall have the responsibility to promptly terminate said interference within fifteen (15) days of such notice. In the event such interference is not eliminated within fifteen (15) days of notice from LESSEE, LESSEE shall have the right to bring an action to enjoin such interference and to collect damages.

C. Emergency: In the event of an emergency which threatens bodily harm and involves COUNTY in its governmental capacity, COUNTY may temporarily interrupt LESSEE'S use without LESSEE'S consent. COUNTY shall cooperate with LESSEE in the restoration of use when COUNTY has determined, in COUNTY'S sole and reasonable discretion that the emergency has ended.

D. Equipment Modification: LESSEE shall obtain the written consent of COUNTY prior to any proposed change in LESSEE'S use; including but not limited to power, location or size of the Facility. Notwithstanding the preceding sentence, LESSEE, upon notice to COUNTY, may modify or upgrade its equipment and antennas, so long as such alterations do not change their power, or exterior location or size, or otherwise exceed the limits set forth in Section 4, PURPOSE AND USE, or in Exhibit "D" of this Agreement; without the written consent of COUNTY. LESSEE may remove its radio equipment, antennas, cabling, back up batteries and related equipment at any time.

E. Relocation: COUNTY reserves the right to reasonably designate a new location for LESSEE'S Facility and to move said Facility elsewhere on the Property, provided that COUNTY shall give LESSEE at least one hundred eighty (180) days written notice of the relocation, bear the sole expense of said move, and, to the extent feasible, the new location is similar to LESSEE'S then-current Site in size and is compatible for LESSEE'S use in LESSEE'S good faith discretion, and LESSEE'S service will not be interrupted (LESSEE shall to the extent feasible be allowed if necessary to place a temporary wireless facility and antenna structure on the Property during such relocation).

14. UTILITY CHARGES: LESSEE, upon obtaining the required permits and approvals, shall have the right to install and maintain the necessary mains and ancillary equipment required to bring utility service to the Site and Facility at its sole cost and expense; provided,

however, that prior to the start of LESSEE'S construction, LESSEE shall furnish COUNTY with written approval from Verizon Wireless that LESSEE has the right to use the electrical and telephone utilities brought to the Site by Verizon Wireless. All accounts for such utilities shall name LESSEE as the responsible party.

LESSEE shall be responsible for supplying and maintaining all power and utilities for the Site and Facility. LESSEE shall pay when due all charges for utilities used by LESSEE.

15. **TAXES AND ASSESSMENTS:** This Agreement may confer A POSSESSORY INTEREST on LESSEE and LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to LESSEE'S Facility may be levied upon said Property, Facility and/or Site during the term of this Agreement.

16. **MAINTENANCE AND REPAIR/GRAFFITI REMOVAL:** LESSEE agrees to keep in good maintenance and repair, at its sole expense, the Site and Facility, and any portion of COUNTY'S water tanks utilized in connection with LESSEE'S Facility. If LESSEE delays in making any repairs so that it becomes necessary for COUNTY, for sake of the operation of the Property, to make such repairs, then COUNTY shall have the right to do so and use monies from the Security Deposit to pay the cost of such repairs.

LESSEE shall, within twenty (20) days of notice from COUNTY, remove or have removed graffiti from the Facility and Site at its sole expense.

17. **ASSIGNMENT/SUBLEASE/HYPOTHECATION:** LESSEE shall not assign, license, or sublease the Site or any part thereof or any right or privilege appurtenant thereto without COUNTY'S written consent which consent shall not be unreasonably withheld.

LESSEE shall not mortgage, pledge, hypothecate, or encumber the Property, the Site, or any interest therein, including without limitation its leasehold; nor shall LESSEE mortgage, pledge, hypothecate, or encumber any improvements placed upon the Property or Site whether such improvement is placed thereon before or after the date of execution of this Agreement.

Any attempt to assign, license, sublease, mortgage, pledge, hypothecate or in any other way encumber LESSEE'S rights under this Agreement or LESSEE'S interest in the Site without COUNTY'S consent shall be void and without legal effect.

Notwithstanding the above, upon written notification to COUNTY, LESSEE may assign this Agreement to its parents, partners, or affiliates, or to an entity that purchases all or substantially all of LESSEE'S assets provided, however, that LESSEE remains surety for the performance of its assignee. LESSEE shall notify COUNTY if an entity purchases all or substantially all of LESSEE's assets.

18. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LESSEE may be merged.

19. **INDEMNIFICATION:** LESSEE shall defend, indemnify, and save harmless COUNTY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments, or liabilities arising out of this

Agreement or occasioned by the performance or attempted performance of the provisions hereof by LESSEE; including, but not limited to, any act or omission to act on the part of LESSEE or its agents, employees, or other independent contractors directly responsible to LESSEE; except those claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

LESSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

20. **INSURANCE:** Certificate(s) of Insurance shall be furnished to COUNTY immediately upon execution of this Agreement and annually thereafter. Such insurance coverages, in the minimum limits as specified below, shall be maintained throughout the term of the Agreement. COUNTY shall have the right to review from time to time the minimum limits as established below. In the event of a change in the minimum limits, COUNTY shall inform LESSEE of such change by giving written notice to LESSEE not less than sixty (60) days prior to the expiration date of any existing insurance policy or policies. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Failure to comply with the insurance requirements shall place LESSEE in default. Upon request by COUNTY, LESSEE shall provide certified copies of any insurance policies to COUNTY within fifteen (15) working days.

A. Workers' Compensation Insurance. Statutory Workers' Compensation and Employees Liability Insurance shall cover all LESSEE'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by COUNTY.

B. General and Automobile Liability Insurance. The General Liability Insurance shall include personal injury liability, shall afford coverage for product liability, shall afford coverage for all premises and operations of LESSEE, and shall include contractual liability coverage for this Agreement. The Automobile Liability Insurance shall cover all owned, non-owned, and hired motor vehicles which are operated on behalf of LESSEE pursuant to LESSEE'S activities hereunder.

COUNTY and its officers, employees, and agents shall be included as "Additional Insureds" on all policies and a copy of the endorsement evidencing that the COUNTY has been added as a named additional insured on the policy must be attached to the certificate of insurance. The limit of liability of said policy or policies shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, \$2,000,000 in the aggregate.

Personal injury coverage should also be in the amount of \$1,000,000 per person and \$2,000,000 in the aggregate. Said policy or policies shall contain a provision that such insurance as is afforded by the policy shall be primary and contributory to the full limits stated in the declarations, and if COUNTY has other valid and collectible insurance for a loss covered by this policy, COUNTY'S other insurance shall be excess only. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

C. Property Insurance. The Property Insurance shall provide all risk property coverage on a replacement cost basis for the Facility and Site. Said Property Insurance shall contain

an agreement under which the insurance company or companies supplying said policy shall notify COUNTY in writing at least thirty (30) days prior to cancellation of all or any part of such policy.

In the event of any loss to any property that is subject to this Agreement which is caused by any occurrence that is covered by such all risk property insurance, LESSEE shall be responsible for any payment of LESSEE'S deductible under LESSEE'S policy of insurance.

All property insurance carried by LESSEE shall include provisions denying to the insurer, acquisition by subrogation of rights of recovery against the other party to the extent the rights have been waived by the insured prior to occurrence of loss or injury.

21. **NONDISCRIMINATION**: LESSEE shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

22. **ENVIRONMENTAL IMPAIRMENT**: LESSEE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property, Facility or Site due to LESSEE'S use and occupancy, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor. LESSEE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, reasonable attorney's fees, and consulting engineering and construction costs) incurred by COUNTY as a result of LESSEE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LESSEE'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, except to the extent caused by the negligence or willful misconduct of COUNTY.

LESSEE agrees that during all maintenance on the Property by COUNTY, while following the procedures and guidelines set forth by the Occupational Safety and Health Administration (OSHA) and the FCC implementing the National Environmental Policy Act of 1969, when continuing transmission is deemed unsafe for COUNTY personnel due to radiation (based upon standards promulgated by a governmental authority having jurisdiction over LESSEE), the effected transmitters of LESSEE will be turned off until the unsafe condition no longer exists. The earliest practicable notice will be given to LESSEE using the information in Exhibit "D".

23. **TOXICS**: LESSEE shall not manufacture or generate hazardous wastes on or in the Facility, Site, Property, or surrounding property unless specifically authorized by this Agreement. LESSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LESSEE, its agents, employees, or designees on or in the

Facility, the Site, Property, or surrounding property during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LESSEE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

24. **COMPLIANCE WITH THE LAW:** LESSEE shall comply with all local, County, State, and Federal laws, rules, and regulations affecting the Site, Facility, or Property now or hereafter in effect.

25. **NOTICES:** Any notice to be given to the parties shall be in writing and shall be served, either personally or by mail, to the following:

COUNTY: County of Santa Barbara  
General Services Department  
1105 Santa Barbara Street  
Santa Barbara, CA 93101  
Attn: Real Property Manager

LESSEE: Clear Wireless LLC  
4400 Carillon Point  
Kirkland, WA 98033  
Attn: Site Leasing

With a copy to:

Clearwire LLC  
Attn: Legal Department  
4400 Carillon Point, Ste. 300  
Kirkland, WA 98033

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

26. **DEFAULT:** Except as otherwise required herein, should LESSEE at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to LESSEE specifying the particulars of the default and LESSEE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, this Agreement shall terminate at the option of the COUNTY; unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case LESSEE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

27. **REMEDIES**: In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including but not limited to the following:

A. The nondefaulting party may waive the default or breach in accordance with Section 28, **WAIVER**, herein below.

B. The nondefaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where LESSEE is the nondefaulting party, LESSEE may terminate the Agreement and surrender use of the Site.

D. Where COUNTY is the nondefaulting party, COUNTY may terminate the Agreement and LESSEE shall vacate within sixty (60) days of written notice from COUNTY.

28. **WAIVER**: It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be, nor construed to be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

29. **AMENDMENTS**: This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.

30. **TERMINATION**: This Agreement shall terminate and all rights of LESSEE shall cease and LESSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Site:

A. Upon expiration or earlier termination of the Agreement as provided in Section 5, **TERM**; or

B. Upon the failure of LESSEE to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 26, **DEFAULT**; or

C. As provided in Section 31, **DESTRUCTION**; or

D. In the event LESSEE is found to be in material non-compliance with Exhibits "C", "D", "E" or "F" of this Agreement and such non-compliance is not resolved in a timely fashion; or

E. After making all reasonable and bona fide efforts to obtain applicable certificates, permits and approvals, if any of LESSEE'S applications for applicable certificates, permits and other approvals issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that LESSEE will no longer be able to use the Site for its intended purposes or the LESSEE reasonably and in good faith determines that the Site is no longer technologically feasible for its intended use. Such termination shall be effective upon written notice to COUNTY in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by COUNTY; provided, however, that LESSEE must provide COUNTY with 12 months written notice of its intention to terminate this Agreement for technological reasons.

31. **DESTRUCTION**: If the Facility or the Site is partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY, shall terminate.

32. **HOLDING OVER:** Should LESSEE occupy the Site after the expiration date of this Agreement or any extension thereof, with the consent of the COUNTY, expressed or implied, such possession shall be construed to be a tenancy from month to month and LESSEE shall pay COUNTY for such tenancy at the monthly rate in effect on the expiration date.

33. **AGENCY DISCLOSURE:** LESSEE acknowledges that the General Services Department, Facilities Services Division, of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for LESSEE nor a dual agent in this transaction.

34. **SURRENDER OF PREMISES/TITLE TO FACILITY:** Upon expiration or termination of this Agreement, LESSEE shall vacate and surrender possession of, and any claim to the Site, leaving it in good condition, except for ordinary wear and tear.

During the term of this Agreement, title to the Facility shall vest with LESSEE. For purposes of this Section, coaxial cable, radios, radio equipment, antennas, and other similar electronic equipment shall not be a part of the Facility, and LESSEE shall retain title to such upon expiration or termination of this Agreement.

Upon expiration of the term of this Agreement (or any extension thereof), or earlier termination as provided herein, and at COUNTY'S option, title to the Facility and utilities and/or utility conduits thereon shall pass to COUNTY and LESSEE shall execute whatever documents are reasonably requested by COUNTY to evidence such passing of title.

Notwithstanding the foregoing, LESSEE shall remove the Facility within sixty (60) days after the date of such expiration or termination and restore the Site to good condition. Alternatively, upon such expiration or termination, COUNTY may request in writing at least thirty (30) days prior to such expiration or termination the removal of the Facility, in whole or in part, and if COUNTY so requests, LESSEE shall remove or have said Facility, or such lesser portions as COUNTY may request, removed as soon as is practicable at LESSEE'S sole cost.

Upon completion of LESSEE'S removal of its Facility, LESSEE shall provide the COUNTY with written notice that said Facility has been removed and the Site has been restored to good condition.

35. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

36. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

37. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and LESSEE to its terms and conditions or to carry out duties contemplated herein.



38. **PERMITTED PERSONNEL:** LESSEE shall be solely liable for all actions of its agents, employees, contractors, subcontractors, and any others it permits on the Property or Site and shall be responsible for any and all damages resulting from their actions.

39. **FIRE DAMAGE:** LESSEE agrees to hold COUNTY harmless and indemnify COUNTY from any damage or injury to COUNTY, other persons or to property resulting from any fire caused by LESSEE, its agents, employees, or permittees, except to the extent such fire is caused by the acts or omissions of COUNTY.

40. **CONDEMNATION:** In the event the Building or any part thereof is taken by condemnation, eminent domain, or any such proceeding that precludes access to or use of the Site, COUNTY shall have the exclusive right to control the defense of any such action in condemnation or eminent domain and to defend any such action and settle the same in COUNTY'S absolute discretion. LESSEE agrees that COUNTY shall have the right, but not the obligation, to defend or settle any such action in condemnation or eminent domain affecting any of LESSEE'S installations at the Site.

LESSEE shall receive from COUNTY such proportionate amount of the judgment, award, or settlement as shall be attributable to LESSEE'S interests.

In the event possession of the Site or partial possession of the Site is obtained by a public agency other agency empowered to take by eminent domain, in a manner which precludes LESSEE'S intended use, this Agreement shall terminate as of the effective date of possession and upon such termination, any obligation of LESSEE to pay rent shall cease with the payment of the prorated portion of rental obligations up to said termination date. Any prepaid rent shall be returned to LESSEE from the effective date of possession.

In the event of a partial taking, this Agreement may continue at COUNTY'S option, however, rent hereunder may be reduced proportionately.

41. **BANKRUPTCY:** If LESSEE is adjudged bankrupt, this Agreement shall immediately terminate and the same shall not be treated as an asset of LESSEE after such adjudication, nor shall it pass to the control of any trustee or assignee of LESSEE by virtue of any process in bankruptcy or insolvency by execution or attachment.

42. **CONSTRUCTION:** The parties to this Agreement agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

43. **FACSIMILE SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be

released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

44. **ENTIRE AGREEMENT**: The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

**[SIGNATURE PAGE FOLLOWS]**

Project: Clearwire at County Bowl  
APN: 029-110-023  
Folio: 003516  
Agent: JJS

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
CLERK OF THE BOARD

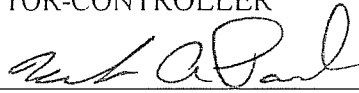
By: \_\_\_\_\_  
Chair, Board of Supervisors


By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

APPROVED AS TO ACCOUNTING:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

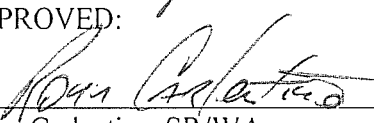
"LESSEE"  
CLEAR WIRELESS LLC,  
a Nevada limited liability company

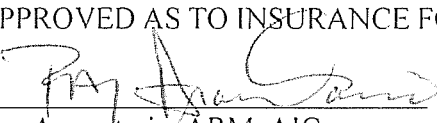
By:   
Deputy

By:   
Name: John A. Storch  
Title: VP, Network Deployment

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

By: 

APPROVED:  
  
Ronn Carlentine, SR/WA  
Real Property Manager

APPROVED AS TO INSURANCE FORM:  
  
Ray Aromatorio, ARM, AIC  
Risk Program Administrator

**“PROPERTY”**  
Exhibit “A”

Order No. 606651 - A

**EXHIBIT "ONE"**

## Parcel One:

That portion of Section 15, in Township 4 North, Range 27 West, San Bernardino Meridian, City of Santa Barbara, County of Santa Barbara, State of California, as described as follows:

Commencing at the intersection of the Westerly line of the tract conveyed by Shinn to Herman Sexauer, Book 147 of Deeds, Page 479, Santa Barbara County Recorder's Office, with the Pueblo Line;

thence 1st, along the line between said tract conveyed to said Sexauer and the Riviera, North  $0^{\circ}01'$  East 940.05 feet to an angle point in Lot 9 as shown on a Map entitled "Garcia Heights" No. 2 and filed in Book 15, Page 16, Santa Barbara County records;

thence 2nd, along the line of said Lot 9, South  $88^{\circ}45'$  West 146.71 feet to a brass cap 2 inch pipe monument;

thence 3rd, leaving said Lot 9, South  $4^{\circ}47'$  West 934.26 feet to said Pueblo Line from which a similar monument there on bears South  $88^{\circ}32'$  East, 224.07 feet to the point of commencement.

EXCEPTING THEREFROM that portion thereof described in the Deed to the County of Santa Barbara recorded August 12, 1935, in Book 337, Page 321, Official Records of the County of Santa Barbara, California.

## Parcel Two:

That portion of Section 15, Township 4 North, Range 27 West, San Bernardino Meridian, described as follows:

Beginning at a brass cap survey monument on the Westerly line of that parcel of land conveyed to the County of Santa Barbara by the William R. Staats Company by deed filed in Book 342, Page 156 of Official Records of Santa Barbara County, which point is the Southeast corner of a parcel of land conveyed to the Santa Barbara School District by deed filed in Book 155, Page 327 of Official Records of said County; thence along the Southerly line of the last mentioned land North  $85^{\circ}20'$  West 249.23 feet to a brass cap survey monument; thence South  $11^{\circ}12'$  West 533.97 feet to the Northwest corner of an easement granted to the County of Santa Barbara by deed filed in Book 331, Page 499 of Official Records of Santa Barbara County; thence along the Northerly line of said easement South  $88^{\circ}33'$  East 83.69 feet to said Westerly line of the first mentioned land of the County of Santa Barbara; thence North  $27^{\circ}58'$  East 572.51 feet to the point of beginning.

## Parcel Three:

Those portions of the Southwest Quarter of the Southeast Quarter of Section 10 and of Government Lot 2, Section 15, Township 4 North, Range 27 West, S.B.M. and a part of Lot 70 of the Outside Pueblo Lands of the City of Santa Barbara, commonly known as and called "Cove Mound Tract" of Hammell's Addition, in the City of Santa Barbara, County of Santa Barbara, State of California, according to the map thereof recorded in Book "B", Page 305 of Miscellaneous Records of said County, described as a whole as follows:

Beginning at the most Southerly corner of Lot 2 of Garcia Heights No. 2 as per map thereof recorded in Book 15, Page 16 of Maps, records of said County; thence South  $0^{\circ}30'$  East 25 feet to the true point of beginning; thence North  $88^{\circ}46'$  West 339.73 feet to the Easterly line of the land described in the deed to Santa Barbara School District recorded in

Order No. 606651 - A

according to the map thereof recorded in Book "B", at Page 305 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Commencing at the intersection of the Northwesterly line of Anapamu Street with the Northeasterly line of Milpas Street; thence South  $50^{\circ}17'$  East, along said Northeasterly line of Milpas Street, 160.54 feet; thence North  $36^{\circ}04'$  East 126.74 feet to the beginning of a curve to the left having a radius of 229.25 feet and a delta of  $14^{\circ}54'40''$ ; thence Northerly along the arc of said curve to the end thereof; thence North  $21^{\circ}09'20''$  East 35.35 feet to the beginning of a curve to the right having a radius of 58.24 feet and a delta of  $45^{\circ}19'40''$ ; thence Northeasterly along the arc of said curve to the end thereof; thence North  $66^{\circ}30'$  East 49.97 feet to a point; thence North  $23^{\circ}30'$  West 13.5 feet to the true point of beginning of the tract of land herein to be described; thence South  $66^{\circ}30'$  West 28.26 feet to the beginning of a curve to the the right having a radius of 11.00 feet and a delta of  $10^{\circ}10'$ ; thence along the arc of said curve to the end thereof and the beginning of another curve to the left having a radius of 96.81 feet, a delta of  $17^{\circ}00'$ , and a long chord which bears North  $14^{\circ}50'$  West 28.62 feet; thence North  $23^{\circ}20'$  West 30.58 feet; thence North  $36^{\circ}04'$  East 120.88 feet to the Pueblo Line of the City of Santa Barbara; thence South  $89^{\circ}21'$  East along said line 137.70 feet to the Northwesterly corner of the tract of land described in the deed to Reginald Durnford Morgan, et ux., dated February 18, 1928 and recorded in Book 134, at Page 147 of Official Records of said County; thence South  $36^{\circ}04'$  West, along the Northwesterly line of said Morgan tract, 146.69 feet to a pipe set at the most Westerly corner thereof; thence South  $53^{\circ}56'$  East along the Southwesterly line of said tract, 4.53 feet to a point; thence South  $66^{\circ}30'$  West 71.61 feet to the point of beginning.

Parcel Eight:

An easement for a right of way for all uses and purposes of a private roadway over a portion of said land in the City of Santa Barbara, County of Santa Barbara, State of California described in Deed to William R. Staats Company recorded February 17, 1932, Instrument No. 1151, Book 258, Page 110 of Official Records.

Parcel Nine:

That portion of Pueblo Lot 70 of the City of Santa Barbara, County of Santa Barbara, State of California and being also a portion of what is commonly known as and called "Cove Mound Tract" of Hammell's Addition in said City, according to the the map thereof recorded in Book "B", Page 305 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Beginning at a point on the Pueblo Line of the City of Santa Barbara, at the Northwesterly corner of the tract of land described in the deed to Dell M. Shinn, dated February 25, 1908, and recorded in Book 118, Page 414 of Deeds, records of said County; thence South  $36^{\circ}04'$  West along the Northwesterly line of said Shinn tract of land, 196.75 feet to a pipe survey monument; thence North  $53^{\circ}56'$  west 70.37 feet to a pipe survey monument; thence North  $36^{\circ}04'$  East 146.69 feet to a pipe survey monument set on said Pueblo Line; thence South  $89^{\circ}21'$  East along said last mentioned line, 86.37 feet to the point of beginning.

Parcel Ten:

An easement for a right of way for the purposes of ingress and egress over a portion of said land as described in Deed to George A. Batchelder recorded August 12, 1935, Instrument No. 5668, Book 343, Page 39 of Official Records.

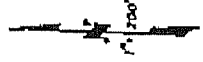
Parcel Eleven:

That portion of Pueblo Lot No. 70 of the City of Santa Barbara, situate in said City of Santa Barbara, County of Santa Barbara, State of California, and being also a portion of what is

FOR SEC. 10 B 15, T.4 N, R.27 W, S.B.B.8 M.

29-11

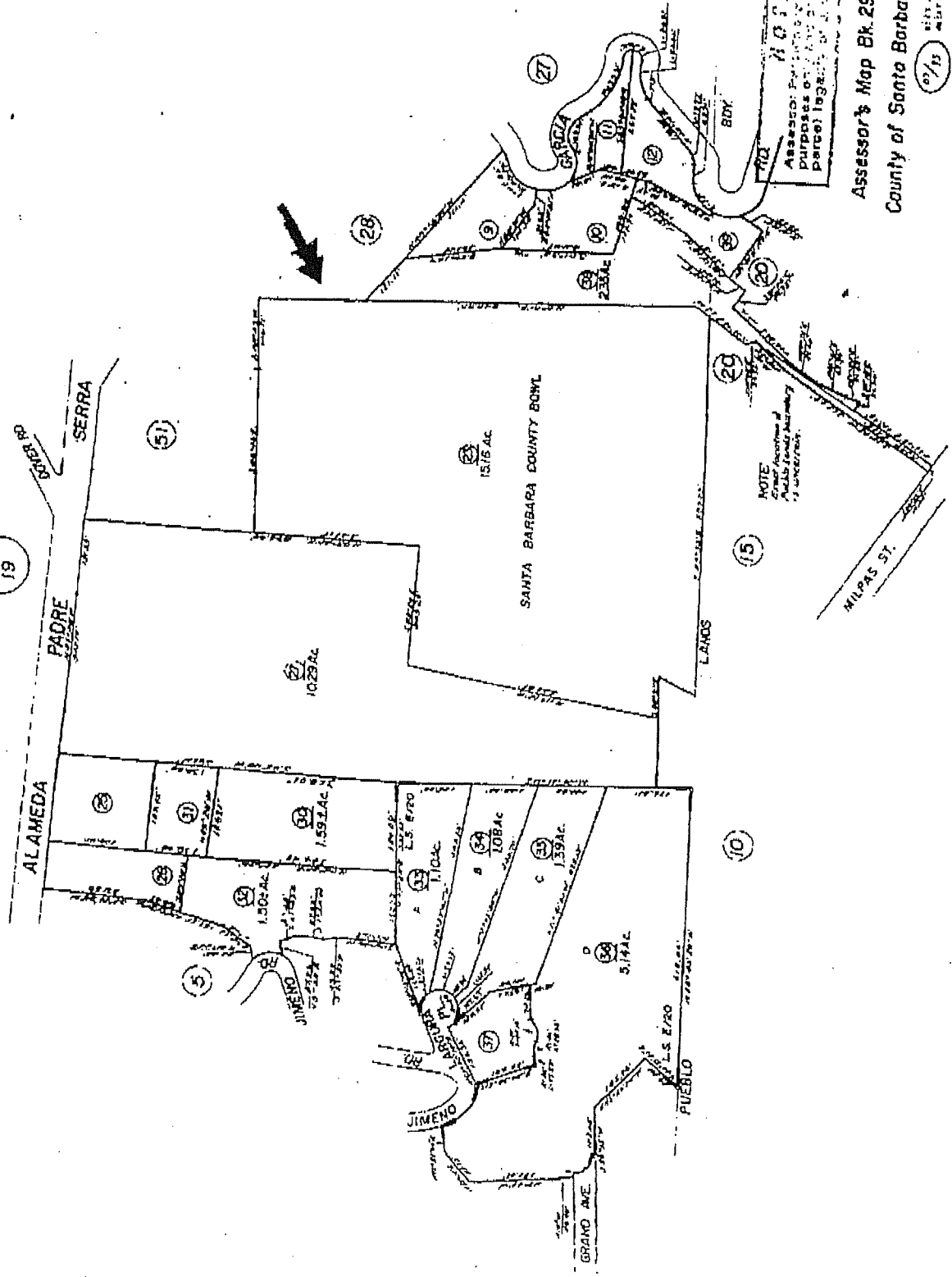
BK 19



This Assessor's Parcel Map is being furnished as a convenience to locate the land described in this map or portions thereof. It is not intended to be a legal description of the land and should be obtained from local government agencies. This map is not intended to be a legal description of the land and should be obtained from local government agencies.

NOTICE  
Assessor's Parcel Map  
Purpose of this map is to identify the parcels of land for assessment purposes only. It is not intended to be a legal description of the land and should be obtained from local government agencies.

Assessor's Map Bk. 29 - Pg. 11  
County of Santa Barbara, Calif.  
07/15



**“SITE”**  
Exhibit “B”





**“ARCHITECTURAL PLANS”**  
Exhibit “C”

PR TELECOM



SEARCHER BUILDING, SUITE #510  
1000 N. FERRIS ST., SUITE 510  
DALLAS, TEXAS 75201

THIS DRAWING IS THE PROPERTY OF THE DRAWER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF THE DRAWER IS PROHIBITED.

REVISED	DATE	BY	REASON

Clearw.re  
4400 CAYLTON POINT  
KIRKLAND, WASHINGTON 98033  
FAX 425.071.0201  
PHONE 425.832.0000

SITE NAME  
**SANTA BARBARA BOWL**

SITE NUMBER  
**CA-SBR003**

PERMIT NUMBER  
**260838**

SITE ADDRESS  
**225 N. PALPAS ST.  
SANTA BARBARA, CA 93103**

SHEET TITLE  
**SITE PHOTOS  
PROJECT INFORMATION**

SHEET NUMBER  
**T-1**

BOB SCALE 1" = 3'-0" 12" = 11'-0"

**SITE NAME:**  
**SANTA BARBARA BOWL**

**SITE NUMBER:**  
**SBR003**

**ARCHITECT**  
RUBEN TORRES  
200 E. COLLE ST., #10  
SANTA BARBARA, CA 93101  
TEL: 743.532.2800  
FAX: 743.532.2824  
CONTACT: BOB TORRES

**SURVEYOR**  
RUBEN TORRES, INC.  
200 E. COLLE ST., #10  
SANTA BARBARA, CA 93101  
TEL: 743.532.2800  
FAX: 743.532.2824  
CONTACT: BOB TORRES

**REGISTERED PROFESSIONAL ENGINEER**  
CLEARW.R.E., LLC  
200 E. COLLE ST., #10  
SANTA BARBARA, CA 93101  
TEL: 743.532.2800  
FAX: 743.532.2824  
CONTACT: BOB TORRES

**PROJECT TEAM**  
CLEARW.R.E., LLC  
RUBEN TORRES, INC.  
RUBEN TORRES, INC.

**APPLICANT:**  
CLEARW.R.E., LLC  
200 E. COLLE ST., #10  
SANTA BARBARA, CA 93101  
TEL: 743.532.2800  
FAX: 743.532.2824  
CONTACT: BOB TORRES

**OWNER:**  
SANTA BARBARA BOWL  
200 E. COLLE ST., #10  
SANTA BARBARA, CA 93101  
TEL: 743.532.2800  
FAX: 743.532.2824  
CONTACT: BOB TORRES

**COORDINATES:**  
NAD 83 UTM ZONE 18Q UTM EASTING 1184117.11  
NAD 83 UTM ZONE 18Q UTM NORTHING 4011111.11

**ADJACENT PARCELS:**  
SANTA BARBARA BOWL  
200 E. COLLE ST., #10  
SANTA BARBARA, CA 93101  
TEL: 743.532.2800  
FAX: 743.532.2824  
CONTACT: BOB TORRES

**REGULATORY AGENCIES:**  
SANTA BARBARA COUNTY  
SANTA BARBARA CITY

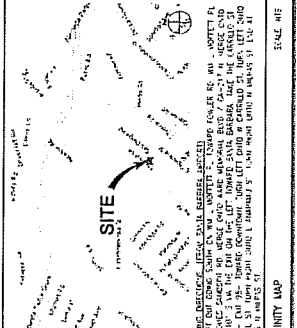
**PROJECT DESCRIPTION:**  
CLEARW.R.E., LLC PROPOSES TO CONDUCT AN UNLIMITED BULK CLEARING PROJECT ON A 1.5 ACRE PARCEL AT 225 N. PALPAS ST., SANTA BARBARA, CA 93103. THE PROJECT AREA IS CURRENTLY UNDEVELOPED AND IS SURROUNDED BY RESIDENTIAL DEVELOPMENT. THE PROJECT AREA IS ADJACENT TO THE 1.5 ACRE PARCEL OWNED BY RUBEN TORRES, INC. THE PROJECT AREA IS ADJACENT TO THE 1.5 ACRE PARCEL OWNED BY RUBEN TORRES, INC. THE PROJECT AREA IS ADJACENT TO THE 1.5 ACRE PARCEL OWNED BY RUBEN TORRES, INC.

**LEGAL DESCRIPTION:**  
SEE SITE SURVEY REPORT INFORMATION ON PAGE 15-17 FOR COMPLETE PROJECT LEGAL DESCRIPTION.

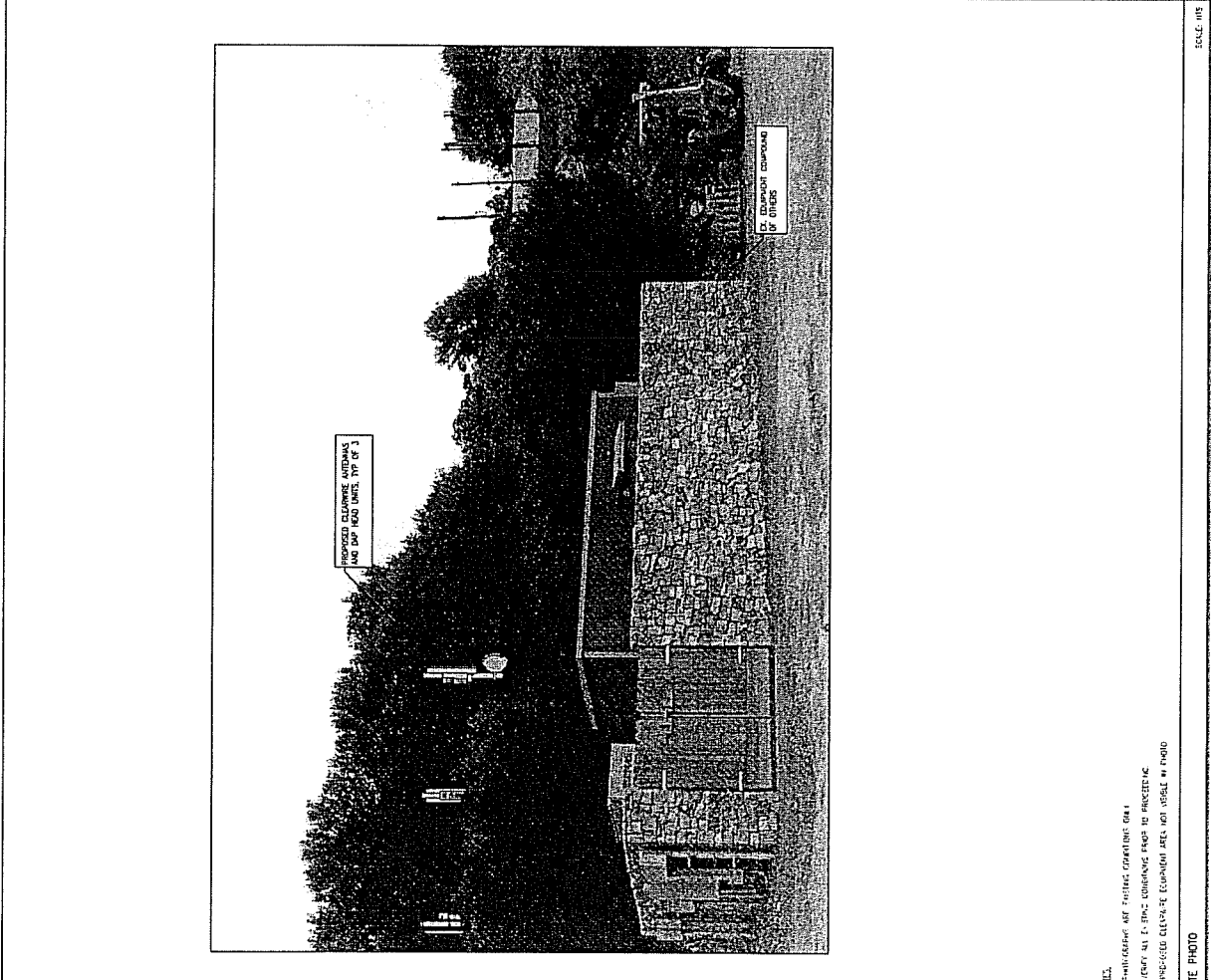
**PROJECT SUMMARY**

# clearw.re

SHEET NUMBER	DESCRIPTION
1-1	SITE PLAN, PROJECT INFORMATION
1-2	SITE SURVEY, GENERAL INFORMATION
1-3	SITE SURVEY, GENERAL INFORMATION
1-4	GENERAL SITE PLAN
1-5	GENERAL SITE PLAN, IMPROVEMENTS & UTILITIES
1-6	GENERAL SITE PLAN, IMPROVEMENTS & UTILITIES
1-7	GENERAL SITE PLAN, IMPROVEMENTS & UTILITIES
1-8	GENERAL SITE PLAN, IMPROVEMENTS & UTILITIES
1-9	GENERAL SITE PLAN, IMPROVEMENTS & UTILITIES
1-10	GENERAL SITE PLAN, IMPROVEMENTS & UTILITIES



APPROVALS	DATE	BY



**NOTES:**  
1. THIS DRAWING SET FOLLOWS CALIFORNIA RULES.  
2. REFER TO THE SITE SURVEY REPORT FOR PROJECT INFORMATION.  
3. PROPOSED CLEARING WITHIN 100' BUFFER ZONE OF OTHERS.

**SITE PHOTO**

**SCALE: 1" = 3'-0"**




Blank title box

Blank title box

PREPARED BY AND FOR  
PROJECT NO. 12345  
DATE 12/31/2007

BY DATE  
12/31/2007

**FLOYD SURVEYING, INC.**  
 1000 N. ...  
 ...  


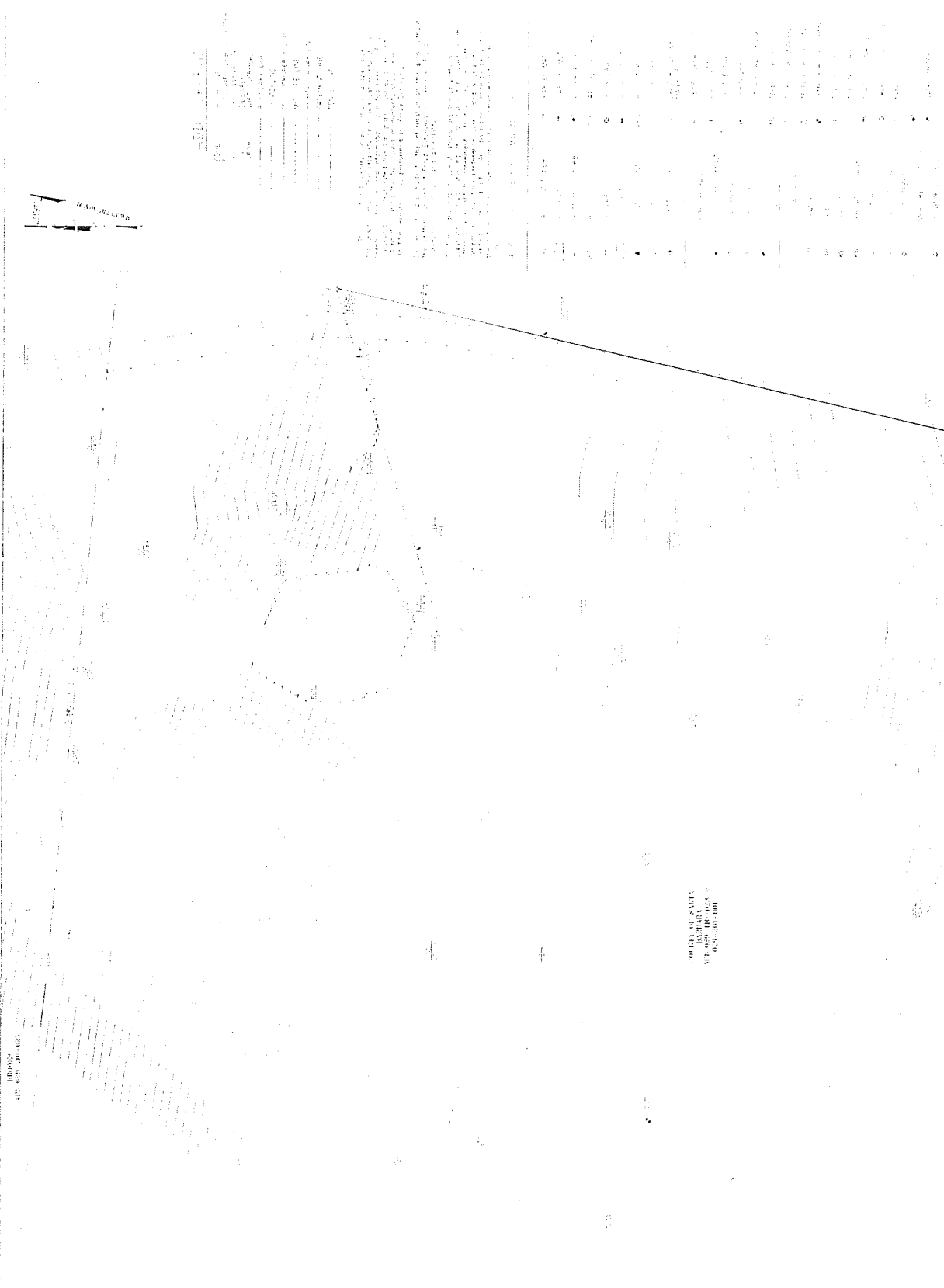
DATE

BY

FOR

PROJECT

**LS-2**



100007  
450 100 200 300

100007  
450 100 200 300

SCALE: 1"=100'  
LEGEND


PREPARED BY: [Name]  
DATE: [Date]

PROJECT: [Project Name]

SCALE: [Scale]

REVISIONS:  
NO. DATE DESCRIPTION

**FLOYD SURVEYING, INC.**  
107 S. HENRY ST. ST. LOUIS, MO 63101  
PHONE: (314) 241-1111 FAX: (314) 241-1112  
www.floydsurveying.com

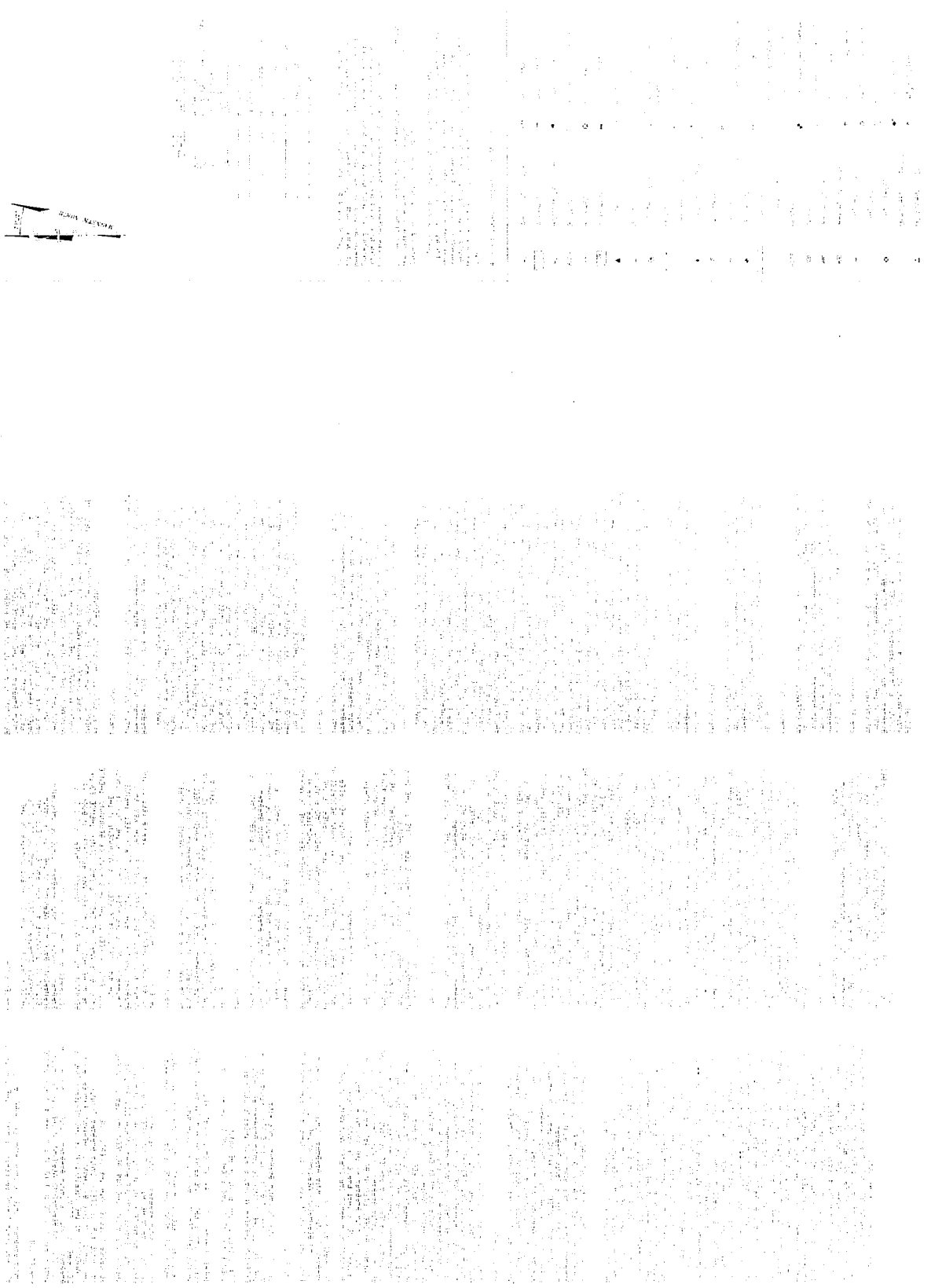
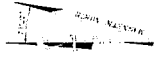


STATE: MISSOURI

DATE: [Date]

PROJECT: [Project Name]

**LS-3**



PROPERTY LEGAL DESCRIPTION

LEGEND

PB TELECOM



COMMUNICATIONS BUILDING  
2100 EAST BRIDGE STREET, SUITE 200  
SANTA BARBARA, CA 93101  
TEL: 805/963-1111

THIS DRAWING IS CONSIDERED VALID ONLY IF THE  
DATE PROPERTY OF THE OWNER IS SHOWN  
AND IS SUBJECT TO THE TERMS AND CONDITIONS  
OF THE CONTRACT. ANY CHANGES TO THIS  
DRAWING MUST BE APPROVED BY THE OWNER  
OR THE ARCHITECT. THE ARCHITECT'S OFFICE  
IS NOT RESPONSIBLE FOR THE ACCURACY OF THE  
FIELD DATA OR THE INFORMATION PROVIDED BY  
THE CLIENT.

RELEASE	DATE	BY	REASON
ISSUED	03/20/03	MM	FOR PERMIT
REVISION	03/20/03	MM	FOR PERMIT
REVISION	03/20/03	MM	FOR PERMIT
REVISION	03/20/03	MM	FOR PERMIT
REVISION	03/20/03	MM	FOR PERMIT
REVISION	03/20/03	MM	FOR PERMIT

clearw.re  
CLEARWIRE U.S. LLC  
KIRKLAND, WASHINGTON 98033  
PHONE: 425.818.0000  
FAX: 425.818.0201

REVNO	NO.	DATE	BY	DESCRIPTION
1	1			
2	2			
3	3			
4	4			
5	5			

SITE NAME  
SANTA BARBARA BOWL

SITE NUMBER  
CA-SBR003

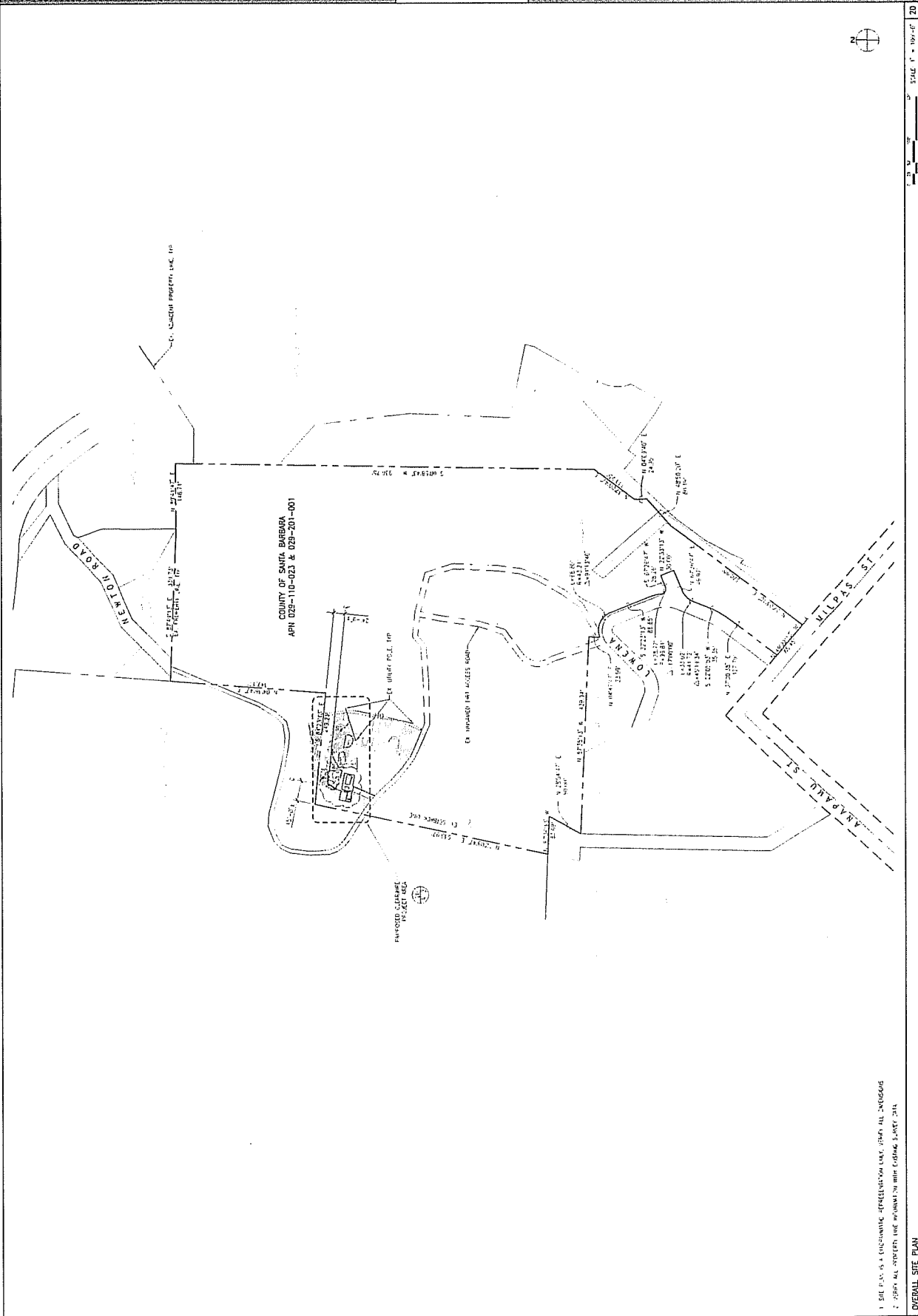
PERMITS  
260838

PROJECT  
SANTA BARBARA BOWL

SHEET TITLE  
OVERALL SITE PLAN

DRAWING NUMBER  
A-1

SCALE: 1" = 20'-0" (SEE 1.2 & 1.3)



1. SEE 1.2 & 1.3 FOR DIMENSIONS, REPRESENTATION, ETC. (SEE 1.1, 1.2 & 1.3)  
 2. SEE 1.4 FOR STRENGTH AND MATERIALS REQUIREMENTS (SEE 1.4)

OVERALL SITE PLAN









THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS CONTRACT ARE INCORPORATED BY REFERENCE INTO THIS DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

REVISION	DATE	BY	DESCRIPTION
1	11/15/11	JL	ISSUED FOR PERMITTING
2	11/15/11	JL	ISSUED FOR PERMITTING
3	11/15/11	JL	ISSUED FOR PERMITTING
4	11/15/11	JL	ISSUED FOR PERMITTING
5	11/15/11	JL	ISSUED FOR PERMITTING
6	11/15/11	JL	ISSUED FOR PERMITTING
7	11/15/11	JL	ISSUED FOR PERMITTING
8	11/15/11	JL	ISSUED FOR PERMITTING
9	11/15/11	JL	ISSUED FOR PERMITTING
10	11/15/11	JL	ISSUED FOR PERMITTING

clearwire  
 4400 CARILLON POINT  
 KIRKLAND, WASHINGTON 98033  
 FAX: 425.878.9900

REVISION	NO.	DATE	DESCRIPTION
1	1	11/15/11	ISSUED FOR PERMITTING
2	2	11/15/11	ISSUED FOR PERMITTING
3	3	11/15/11	ISSUED FOR PERMITTING
4	4	11/15/11	ISSUED FOR PERMITTING
5	5	11/15/11	ISSUED FOR PERMITTING
6	6	11/15/11	ISSUED FOR PERMITTING
7	7	11/15/11	ISSUED FOR PERMITTING
8	8	11/15/11	ISSUED FOR PERMITTING
9	9	11/15/11	ISSUED FOR PERMITTING
10	10	11/15/11	ISSUED FOR PERMITTING

SITE NAME  
 SANTA BARBARA BOWL

SITE NUMBER  
 CA-SBR003

PROJECT NUMBER  
 260888

SITE ADDRESS  
 11126 HILLTOPS ST  
 SANTA BARBARA, CA 93103

SHEET TITLE  
 ANTENNA DETAILS

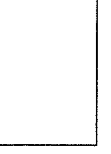
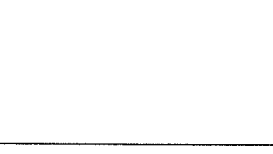
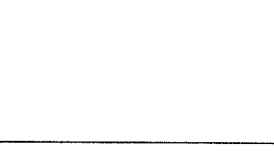
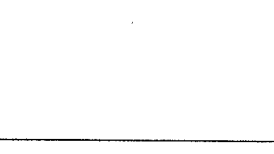
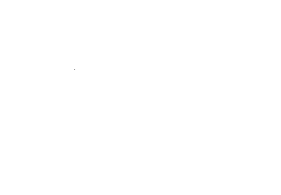
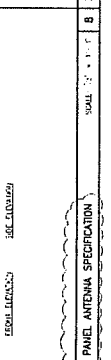
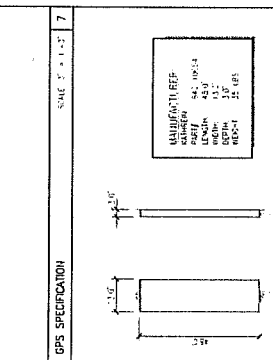
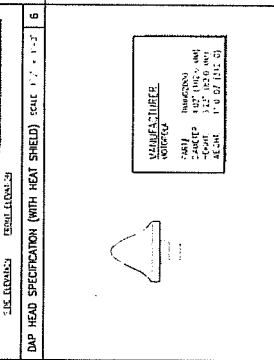
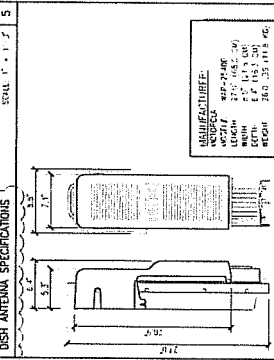
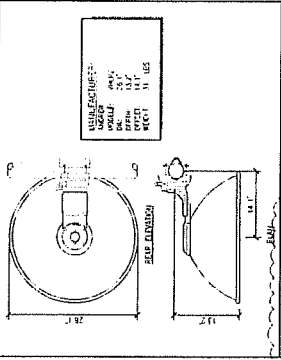
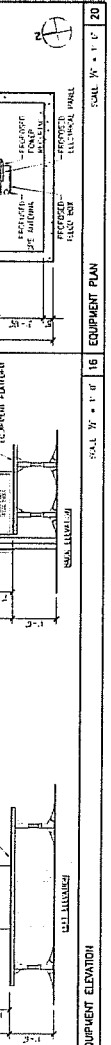
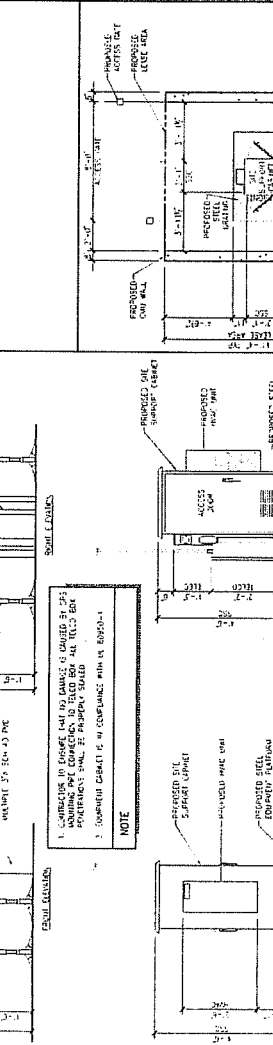
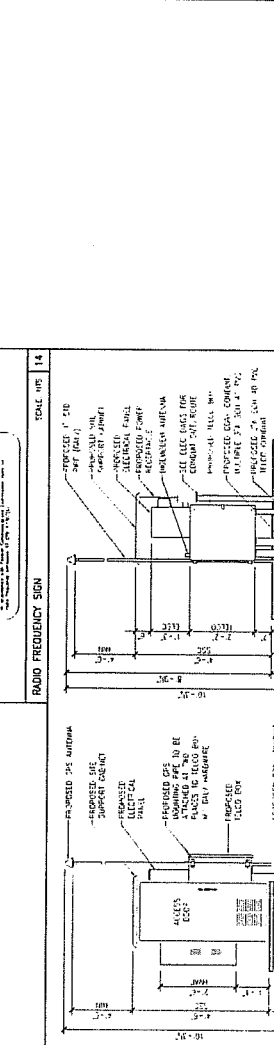
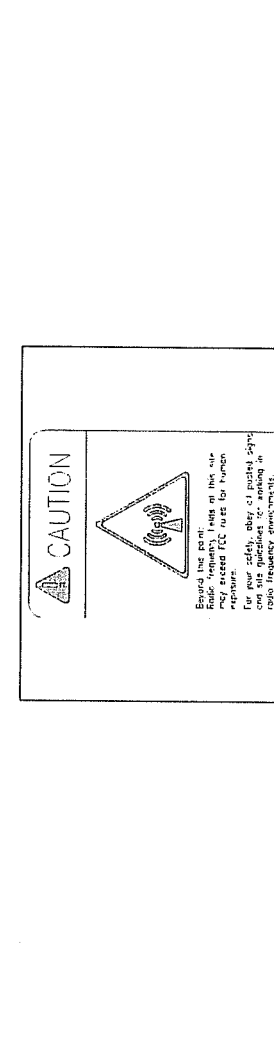
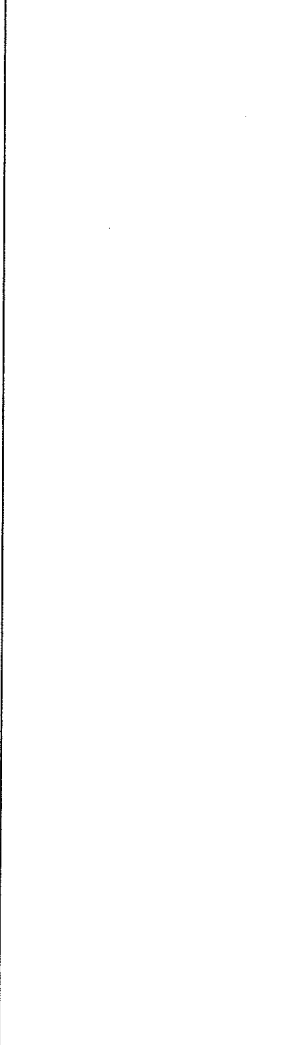
COMPONENT DETAILS

SHEET NUMBER  
 A-5

PROJECT NUMBER  
 260888

DATE  
 11/15/11

SCALE  
 1/8" = 1'-0"



**“EQUIPMENT AND ANTENNA SPECIFICATIONS”**  
Exhibit “D”

Kathrein Scala's XX-polarized adjustable electrical downtilt antennas offer the carrier the ability to tailor sites for optimum performance. Using variable downtilt, only a few models need be procured to accommodate the needs of widely varying conditions. Remotely controlled downtilt is available as a retrofitable option.

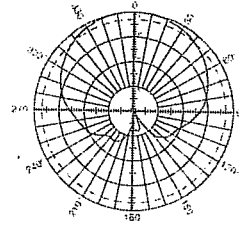
- 0-10° electrical downtilt range.
- DC Grounded metallic parts for impulse suppression.
- No moving electrical connections.
- Optional remote downtilt control.

**Specifications:**

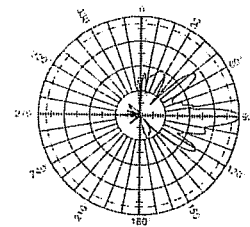
Frequency range	2496–2690 MHz
Gain	2 x 16 dBi
Impedance	50 ohms
VSWR	< 1.5:1
Intermodulation (2x20w)	IM3:< -150 dBc
Polarization	+45° and -45°
Front-to-back ratio	>23 dB typical
Maximum input power	300 watts (at 50°C)
+45° and -45° polarization horizontal beamwidth	87 degrees at midband (half power)
+45° and -45° polarization vertical beamwidth	7 degrees at midband (half power)
Electrical downtilt continuously adjustable	0–10 degrees
Connector	4 x 7-16 DIN female
Sidelobe suppression for first sidelobe above horizon	0° 4° 8° 10° 15 15 15 15 dB (typical)
Null fill	> -1 dBi to 12° below horizon (typical) (17 dB below 16 dBi main beam)
Isolation	>30 dB
Weight	35 lb (15.9 kg)
Dimensions	42 x 12.7 x 2.8 inches (1067 x 323 x 71 mm)
Equivalent flat plate area	4.8 ft² (0.45 m²)
Wind survival rating*	120 mph (200 kph)
Shipping dimensions	48 x 13.3 x 5.1 inches (1220 x 337 x 130 mm)
Shipping weight	39 lb (17.7 kg)
Mounting	Fixed and tilt-mount options are available for 2 to 5.7 inch (50 to 145 mm) OD masts.

See reverse for order information.

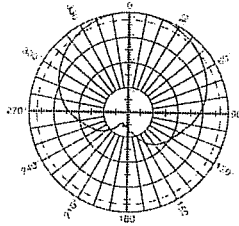
\*Mechanical design is based on environmental conditions as stipulated in EIA-222-F (June 1996) and/or ETS 300 019-1-4 which include the static mechanical load imposed on an antenna by wind at maximum velocity. See the Engineering Section of the catalog for further details.



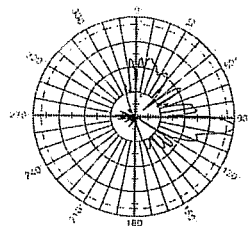
Horizontal pattern  
±45°- polarization  
0° electrical downtilt



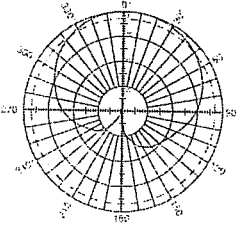
Vertical pattern  
±45°- polarization  
0° electrical downtilt



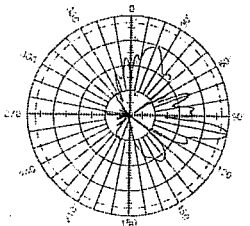
Horizontal pattern  
±45°- polarization  
5° electrical downtilt



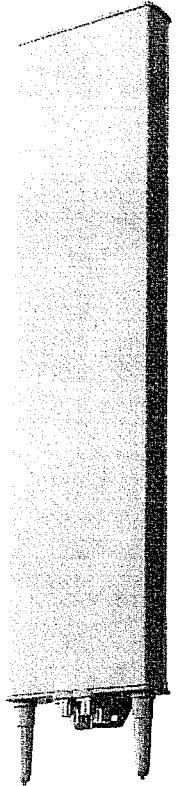
Vertical pattern  
±45°- polarization  
5° electrical downtilt



Horizontal pattern  
±45°- polarization  
10° electrical downtilt



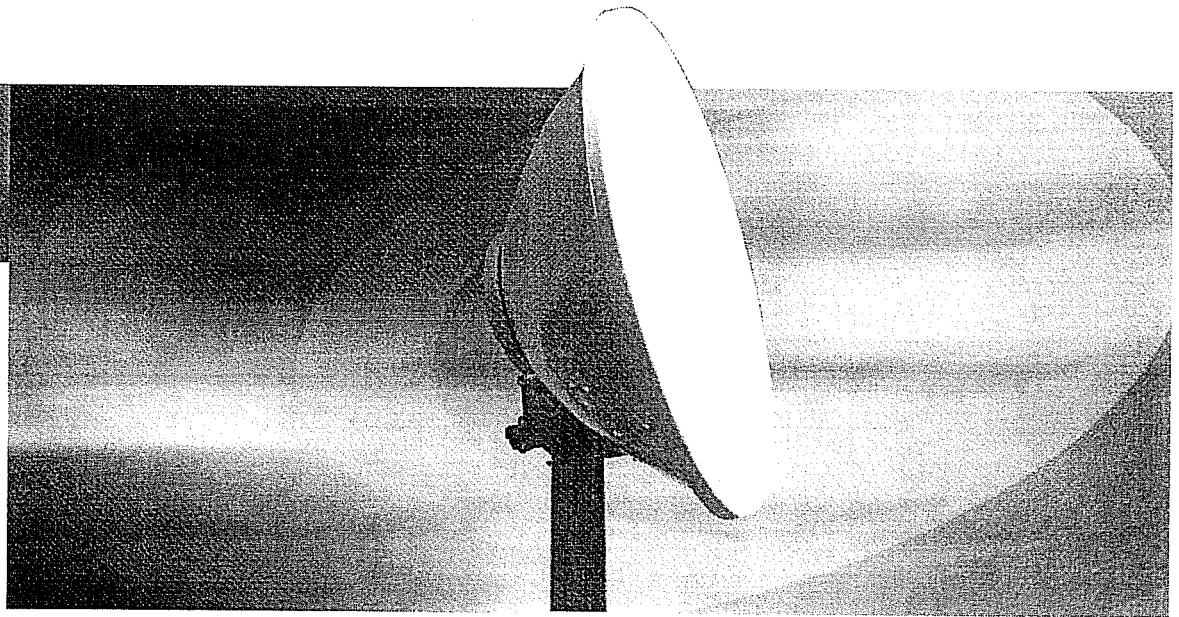
Vertical pattern  
±45°- polarization  
10° electrical downtilt



11098-FROb



**PRODUCT  
SPECIFICATION**



# ValuLine® III Next Generation Antennas VHLP2

## SPECIFICATIONS

	VHLP2-7W	VHLP2-10W	VHLP2-11	VHLP2-13	VHLP2-15	VHLP2-18	VHLP2-23	VHLP2-26	VHLP2-28	VHLP2-32	VHLP2-38
Frequency Band, GHz	7.125–8.5	10.55–10.68	10.7–11.7	12.70–13.25	14.25–15.35	17.7–19.7	21.2–23.6	24.25–26.5	27.5–29.5	31.8–33.4	37.0–40.0
Bottom Band Gain, dBi	29.5	33.7	34.0	35.6	36.5	38.3	39.8	40.8	41.8	43.4	44.6
Mid Band Gain, dBi	30.7	33.8	34.4	35.8	36.8	38.7	40.4	41.2	42.2	43.7	45.2
Top Band Gain, dBi	31.9	34.3	35.0	36.0	37.2	39.1	41.0	41.8	42.7	44.0	45.8
Beamwidth, degrees	4.7	3.7	3.3	2.7	2.5	2.1	1.7	1.5	1.3	1.0	0.9
Front/Back, dB	57	56	60	62	65	67	66	68	68	61	66
XPD, dB	32	30	30	30	30	30	30	30	30	30	30
Return Loss, dB	17.7	17.7	17.7	17.7	17.7	17.7	17.7	17.7	17.7	17.7	17.7
Regulatory Compliance											
ETSI Class	R1 C3	R1 C2	R1 C3	R1 C3	R2 C3	R2 C3	R3 C3	R4 C3	R4 C3	R5 C3B	R5 C3B
FCC Part 101	N/A	CAT A*	CAT B	N/A	N/A	CAT A	CAT A	CAT A	N/A	N/A	CAT A
Brazil Anatel	N/A	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2
Canada SRSP	N/A	310.5	N/A	312.7B	314.5A	Note 1	Note 2	N/A	N/A	N/A	338.6A
Andrew RPE Number	7075A	7085B, 7086B*	7083A	7004	7008	7012A	7016A	7020A	7024A	7028	7032A

Note 1: Meets Canada SRSP 317.8A, 318.5, 318.8

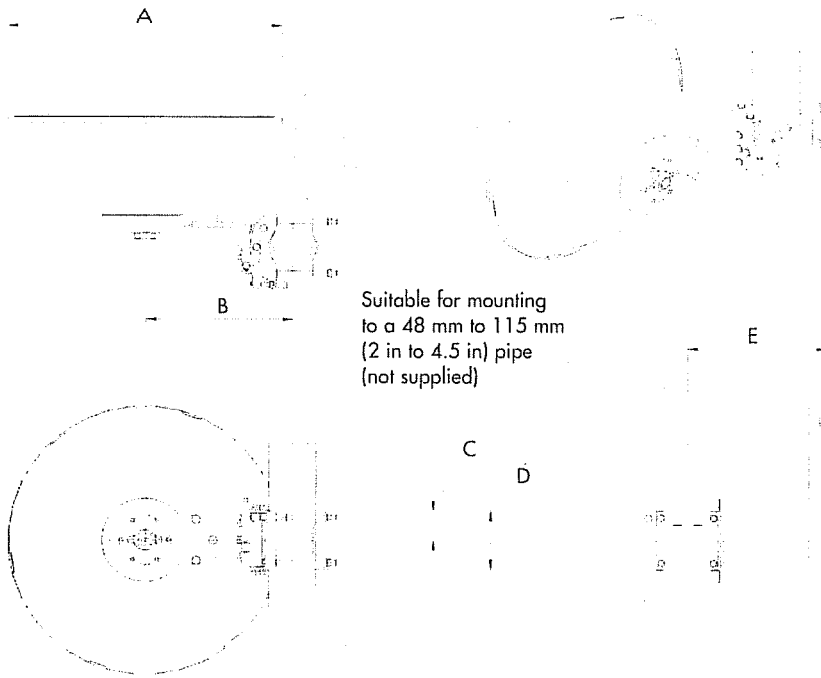
Note 2: Meets Canada SRSP 312.2A, 321.BB

\* Use for FCC band (10.5–10.7 GHz)

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# SPECIFICATIONS

## ValuLine® III Next Generation Antennas—VHLP2



### Antenna Dimensions, mm (in)

A	663 (26.1)
B	358 (14.1)
C	72 (2.8)
D	143 (5.6)
E	335 (13.2)

### Antenna Fine Adjustment

Fine Aximuth	$\pm 10^\circ$
Fine Elevation	$\pm 25^\circ$

**"LAND USE DEVELOPMENT AGREEMENT"**

Exhibit "E"

**“BUILDING PERMITS”**

Exhibit “F”



**“CONSTRUCTION SCHEDULE”**

Exhibit “G”

