



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

3-16

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 10, 2010  
Placement: Administrative  
Estimated Tme:  
Continued Item:  
If Yes, date from:  
Vote Requirement 4/5

0610-21 10-00736

**TO:** Board of Supervisors  
**FROM:** Bob Nisbet, Director (560-1011)  
General Services Department  
Contact Info: Paddy Langlands, (568-3096)  
Assistant Director, Support Services Division  
**SUBJECT:** T-Mobile Lease Agreement at San Antonio Road Parking Lot; Second  
Supervisorial District; ORES 003520

AUG 10 2010

**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors approve and execute the attached original and two duplicate original Lease Agreement between the County of Santa Barbara and T-Mobile West Corporation, a Delaware corporation (hereinafter "T-Mobile") for the operation of a new wireless communication facility located on the southeast corner of the parking lot of the Sheriff-Coroner's Office, which is located at 66 S. San Antonio Road in Santa Barbara, for an initial period of approximately ten (10) years with two additional terms of five (5) years each upon mutual agreement, and a base annual rent of \$23,000.00 with rent increase of three percent (3%) per year during the initial 10-year term of the Lease and an increase of four percent (4%) per year during the two renewal terms of the Lease.

**Section Text:**

Approval of this Lease by the Board is the final action required in order for T-Mobile to begin construction of their new wireless communication facility. This lease will produce at least \$23,000.00 of revenue per year (this base rent is subject to annual increases as noted above).

**Background:**

This Lease Agreement will allow T-Mobile to operate a small wireless communication facility, consisting primarily of radio equipment cabinets, utilities, cables and a mono-eucalyptus antenna support structure and panel antennas concealed on the mono-eucalyptus, on the southeast corner of the parking lot of the Coroner's office in Santa Barbara. The facility will only impact one parking spot and the location of this new facility will be out of the general public view and access. It should also be noted this facility will serve to allow a future carrier to co-locate on the mono-eucalyptus tree. T-Mobile has obtained a Conditional Use Permit for the construction and operation of their facility. Included in Planning and Development's permit process was a review of CEQA, which resulted in a finding of "Exempt" by the County of Santa Barbara Planning and Development Department.

This antenna facility will be the first one to be located on this particular property. It is noted that this property is adjacent to the Goleta Cemetery District and that the Cemetery District appealed the originally proposed location of this facility. After several meetings between County staff and Cemetery representatives, the alternate location in the southeast corner of the parking lot was agreed upon. T-Mobile subsequently obtained new permits for this location. The Lease document being presented to the Board is similar to other communication sites and carriers.

**Fiscal and Facilities Impacts:**

T-Mobile will pay base annual rent in the amount of \$23,000.00 (plus the 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 property not repaired by T-Mobile. It is proposed that the revenue generated from the Lease be directed to the Facilities Deferred Maintenance Program. The revenue generated from the first year will go towards refurbishing the signage at the Calle Real Campus. This is a project that has been in the Deferred Maintenance Program for several years.

**Special Instructions:** After Board action, distribute as follows:

- |  |                         |
|--|-------------------------|
| 1) Original Lease Agreement                    | Clerk of the Board File |
| 2) Duplicate & Triplicate Lease & Minute Order | GS/Real Estate Svcs.    |

**NOTE:** The Office of Real Estate Services will deliver the duplicate original Lease Agreement to T-Mobile.

**Attachments:**

Lease Agreement (3)

**Authored by:**

Ronn Carlentine, Office of Real Estate Services

Project: T-Mobile at San Antonio  
Parking Lot  
APN: 061-040-015, 027  
Folio: 003520  
Agent: JJS

**LEASE AGREEMENT**  
**T-MOBILE at San Antonio Parking Lot**

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

T-MOBILE WEST CORPORATION,  
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 66 S. San Antonio Road, and more particularly described as Assessor's Parcel Number 061-040-015 and APN 061-040-027, which property is used for the purposes of a Coroner's facility, private access road and landscape buffer (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 on the access road marked on Exhibit "B" during the normal operating hours of the Property. For any other required access (emergency situations and equipment failure excepted), LESSEE shall give reasonable notice, which shall be defined as two (2) 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. 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 that are part of the COUNTY'S governing ordinance or otherwise provided in writing to LESSEE.

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 "C", 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 ten (10) years, more or less, commencing on the date fully executed by COUNTY (hereinafter "Commencement Date") and terminating on July 31, 2020, 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 two (2) 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                      August 1, 2020 through July 31, 2025

Extension Period Two, 5 years                      August 1, 2025 through July 31, 2030

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 within thirty (30) days of the Commencement Date of this Agreement or prior to the start of LESSEE's construction of its Facility, whichever occurs first. The base annual rent for the first year shall be prorated based on a 365-day period from the Commencement Date through July 31, 2011.

Thereafter, payments shall be made annually, in advance, on or before the first day of August of each and every calendar year beginning in the year 2011. 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, 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 August 1, 2011, 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 "D", 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.

with the exception of regular maintenance and emergency repair work, 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 Permit(s) and Building Permit(s) are attached hereto and by reference made a part hereof as Exhibits "E" and "F", respectively.

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 Agreement, 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 in its existing condition as of the Commencement Date. 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 "C" 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 and COUNTY shall 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. 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. 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, subsidiaries or affiliates of it or its parent, or to an entity that purchases all or substantially all of LESSEE'S assets, or to an entity with whom LESSEE or its parent merges. Upon an assignment hereunder, Assignee shall be responsible for and assume all liability for LESSEE'S obligations under this Agreement. 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, not to exceed Five Million Dollars (\$5,000,000.00), which may be satisfied by a combination of primary and umbrella policies. 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 liability policies and a copy of the endorsement evidencing that the COUNTY has been added as an 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 as to LESSEE's negligence, 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.

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, after LESSEE's receipt of written notice and opportunity to cure, 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 Facility or LESSEE's acts or omissions, 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 Facility or LESSEE's acts or omissions, 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), COUNTY will deliver at least ten (10) business days prior written notice to LESSEE requesting that the effected transmitters of LESSEE will be turned off until the unsafe condition no longer exists. In

the event of an emergency, defined as a threat of bodily harm, the earliest practicable notice will be given to LESSEE using the information in Section 25, NOTICES.

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 applicable to its use of 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: T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator

With a copy to: T-Mobile West Corporation  
3 MacArthur Place, #1100  
Santa Ana, CA 92707  
Attn: Lease Administration Manager

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 service shall be three days after the date of mailing, or in the event of personal delivery or delivery by an overnight courier, the date of actual delivery.

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 LESSEE's receipt of 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 that remains uncured after all applicable cure periods, 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 within thirty (30) days of LESSEE's receipt of COUNTY's written notice providing the details of the non-compliance; 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. LESSEE may also terminate upon twenty-four (24) months' written notice to COUNTY if LESSEE determines that the Property or the Facility is inappropriate or unnecessary for LESSEE's operations due to economic 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, reasonable wear and tear and casualty excepted.

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. **WAIVER OF COUNTY'S LIEN**: County hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facility or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and COUNTY gives LESSEE and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in LESSEE's and/or Secured Parties' sole discretion and without COUNTY's consent. Notwithstanding the foregoing, LESSEE shall be bound by the terms of Section 34. **SURRENDER OF PREMISES/TITLE TO FACILITY**.

45. **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 San Antonio  
Parking Lot  
APN: 061-040-015. 027  
Folio: 003520  
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"  
T-MOBILE WEST CORPORATION,  
a Delaware corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

APPROVED:  
\_\_\_\_\_  
Rom Carlentine, SR/WA  
Real Property Manager

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

**"PROPERTY"**  
Exhibit "A"

**"SITE"**  
Exhibit "B"

**"EQUIPMENT AND ANTENNA SPECIFICATIONS"**  
Exhibit "C"

**"ARCHITECTURAL PLANS"**  
Exhibit "D"

**"LAND USE PERMITS"**  
Exhibit "E"

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

**"CONSTRUCTION SCHEDULE"**  
Exhibit "G"

ENRIETA  
Legal Description

The Property is legally described as follows:

All that certain real property situated in the County of Santa Barbara, State of California, described as follows:

That certain real property being a portion of the Outside Public Lands of the City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

Commencing at a point in San Antonio Road at the most Easterly corner of Tract No. 10,113 per the map thereof recorded in Book 54, Page 8 of Maps, Records of said County;

Thence, South  $0^{\circ} 18' 05''$  West along the Easterly line of said Tract, 40.07 feet;

Thence, South  $89^{\circ} 41' 55''$  East leaving said Easterly line of said Tract, 30.00 feet to a point on the Easterly line of San Antonio Road and the TRUE POINT OF BEGINNING;

Thence 1<sup>st</sup>, South  $89^{\circ} 33' 10''$  East 298.00 feet;

Thence 2<sup>nd</sup>, South  $0^{\circ} 18' 05''$  West 254.66 feet;

Thence 3<sup>rd</sup>, North  $89^{\circ} 33' 10''$  West 298.00 feet to a point in the Easterly line of said San Antonio Road;

Thence 4<sup>th</sup>, North  $0^{\circ} 18' 05''$  East along the Easterly line of said San Antonio road, 254.66 feet to the TRUE POINT OF BEGINNING.

Assessor's Parcel Number: 061-040-15-00

The northerly 41.00 feet of the parcel of land as described in the Grant Deed to the Goleta Cemetery District recorded April 2, 1990 as Instrument No. 1990-01351 in the Office of the Recorder of Santa Barbara, California, reserving unto Grantor a non-exclusive easement for ingress, egress, public and private utilities and incidental easement over, under, across and through the property above described.

Assessor's Parcel Number: 061-040-027

EXHIBIT 3  
She

[see attached]



THE OFFICE OF THE  
SANTA BARBARA  
CORONER

PLANS PREPARED BY:  
COUNTESS CONSULTING GROUP, LLC  
10000 W. CENTRAL EXPRESSWAY, SUITE 200  
CLOVIS, CA 95319  
TEL: (408) 351-1111

COUNTY OF SANTA BARBARA  
SANTA BARBARA CORONER'S OFFICE

SiteSite Consulting Group, LLC  
3650 Green Road, Suite 317  
Cleveland, Ohio 44122

NO.	DATE	DESCRIPTION	BY
1	05/14/06	ISSUE SET	SA
2	05/17/06	ISSUE SET	SA
3	11/20/06	RELOCATE SIGN	SA
4	11/20/06	MARKET MARKER	SA

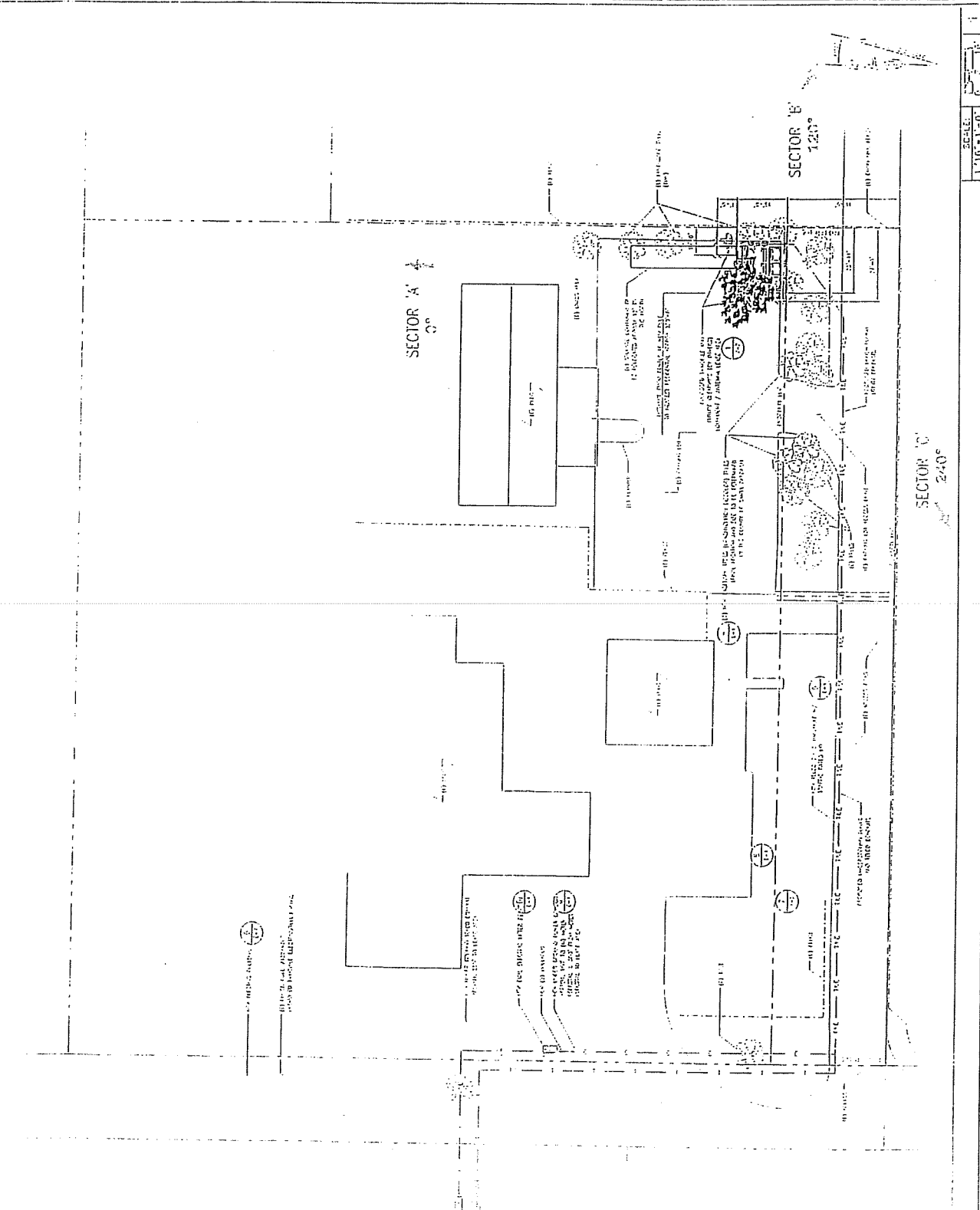
REVISIONS

SANTA BARBARA  
CORONER  
OFFICE

SCALE

SHEET TITLE

PROJECT NUMBER

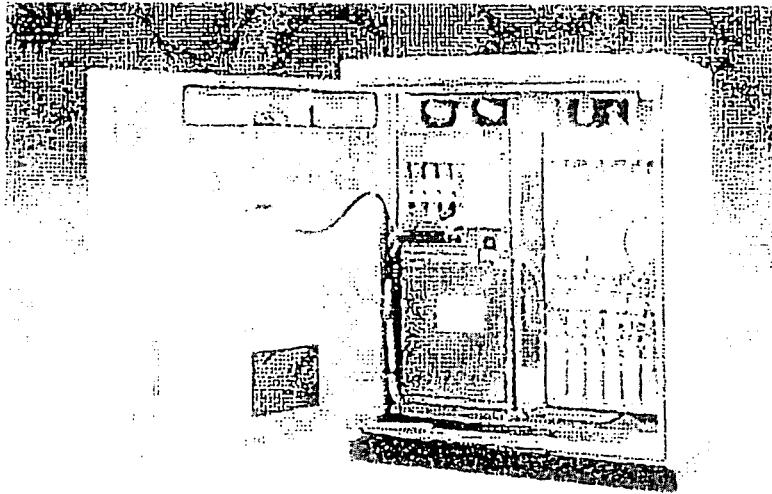


SCALE: 1" = 10'

EXHIBIT C  
Equipment and Antenna Specifications

# RBS 2106

The GSM Micro Outdoor Base Station



RBS 2106 is a high capacity, compact outdoor macro radio base station supporting up to two 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 100 and RBS 2000 products. Ericsson's synchronization based BSS features ensure that transceivers from different generations of radio base station can easily form omniscell. Operators can therefore bridge the past with the future. By making existing sites futureproof, investments are preserved while migrating to

#### Part of the grow-on-site concept

Since it is becoming increasingly difficult to find new base station sites, it is of great importance to maintain the existing ones 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.

Doubled capacity – superior performance – same footprint

The 12-transceiver RBS 2106 achieves the same footprint as RBS 2102, but has doubled the capacity thanks to the new double-capacity transceivers and combiners. The RBS 2106 has twice the 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 CEU, and two extremely flexible combiners. Examples of configurations supported by the Filter Combiner (CDU-F) are 3x4, 2x6, 1x12 and dual band 8x4 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 telecom solutions, RBS 2106 supports EDGE.

Optional base transceiver units (BTUs) and dual external baseband guarantee full EDGE support. With the optional BSS feature RBS 2000 you also can make it possible to have up to 12 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 plan-in units.

#### Key features

- Six double transceiver units (DTUs) distributed over 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, F-GSM 900, GSM 1800, GSM 1900
Tx:	869–894, 923–960, 1805–1880, 1930–1990 MHz
Rx:	824–849, 880–915, 1710–1785, 1830–1910 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 Gbit
Dimension (H x W x D):	1614 x 1300 x 910 mm (63 1/2 x 51 1/5 x 37 in.) including installation frame
Weight without batteries:	360 kg (1255 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 TB space is used
External battery backup:	Up to 6 hours (optional)
Operating temperature:	-35°C to +40°C (-23°F to +104°F) Eco cooling -33°C to +45°C (-27°F to +113°F) Combo cooling
Weatherproofing:	Min level IP55 according to IEC/EN 60529 Min level 3R according to UL 50 and CSA C22.2 100.94

TELECOMMUNICATIONS

TELECOMMUNICATIONS  
Dual-Pol., Cased Panel Antenna

Dual-Pol.<sup>®</sup>  
Base Station Antennas

- Patented cross dipole and feed system
- Rugged, reliable design with excellent FIM suppression
- Includes factory installed AISG RET actuator
- Fully compatible with Andrew Teletilt<sup>™</sup> 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 >10
Intermodulation Products (dBc)	
3rd Order, 2 × 20 Walls:	155
Max. Input Power (Watts):	250
Lightning Protection:	DC Ground

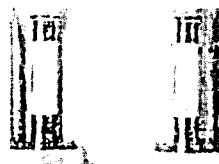
### PERFORMANCE TRACKING

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 HPEW (Deg) (between UL and DL frequency pair):	9

### MECHANICAL

Net Weight (kg / lbs):	20.2 / 44.4
Dimensions—LxWxD: (with actuator)	2105 × 302 × 160 mm 82.9 × 11.9 × 6.3 inch
Max. Wind Area (m <sup>2</sup> / ft <sup>2</sup> ):	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:	TM600399A-2

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





# EXHIBIT D

Architectural Plans

# T-Mobile

**PROJECT NUMBER:** SV00629B      **CITY:** SANTA BARBARA  
**PROJECT NAME:** SANTA BARBARA CORNER      **COUNTY:** SANTA BARBARA  
**PROJECT TYPE:** RAW LAND      **JURISDICTION:** SANTA BARBARA COUNTY

**PROJECT SUMMARY:**

PROJECT: T-Mobile Santa Barbara Corner  
 LOCATION: Santa Barbara Corner, Santa Barbara County, CA  
 PROJECT TYPE: Raw Land  
 PROJECT NUMBER: SV00629B  
 PROJECT NAME: Santa Barbara Corner  
 PROJECT TYPE: Raw Land  
 PROJECT DESCRIPTION: The project consists of a 20-acre raw land parcel located at the intersection of Santa Barbara Corner and Highway 101. The project is intended for the development of a T-Mobile service center and associated parking and landscaping. The project is subject to Santa Barbara County Ordinance 11.11.01 and Santa Barbara County Ordinance 11.11.02.

**CONSULTING TEAM:**

**ARCHITECTURAL & ENGINEERING:**  
 CORNELL DESIGN GROUP, LLC  
 1125 UNIVERSITY AVENUE, SUITE 200  
 SANTA BARBARA, CA 93101  
 PHONE: (805) 964-1100  
 FAX: (805) 964-1101  
 WWW: CORNELLDESIGN.COM

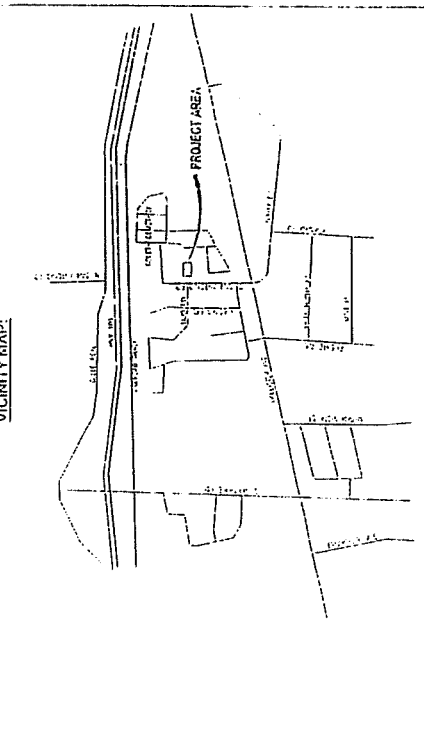
**ELECTRICAL ENGINEER:**  
 CORNELL DESIGN GROUP, LLC  
 1125 UNIVERSITY AVENUE, SUITE 200  
 SANTA BARBARA, CA 93101  
 PHONE: (805) 964-1100  
 FAX: (805) 964-1101  
 WWW: CORNELLDESIGN.COM

**LANDMARKER CONSULTING:**  
 1125 UNIVERSITY AVENUE, SUITE 200  
 SANTA BARBARA, CA 93101  
 PHONE: (805) 964-1100  
 FAX: (805) 964-1101  
 WWW: CORNELLDESIGN.COM

**SHEET INDEX:**

SHEET NUMBER	DESCRIPTION
1-1	FILE SHEET
1-2	PRELIMINARY, SURVEY, GENERAL NOTES & LEGEND
1-3	GENERAL NOTES & SPECIFICATIONS
1-4	LANDMARKER CONSULTING REPORT
1-5	PROPOSED, EXISTING & FINISHED ELEVATIONS
1-6	PROPOSED, EXISTING & FINISHED ELEVATIONS
1-7	GENERAL NOTES, FIELD AND AIR COURSE
1-8	GENERAL NOTES, FIELD AND AIR COURSE
1-9	GENERAL NOTES, FIELD AND AIR COURSE
1-10	ELECTRICAL DETAILS
1-11	LANDMARKER CONSULTING REPORT, DETAILS AND NOTES

**VICINITY MAP:**



**APPROVALS:**

THE FOLLOWING MARKS, NOTES, APPROVALS AND NOTES ARE SUBJECT TO THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT. ALL CONSTRUCTION SHALL BE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.

APPROVAL	DATE
LANDOWNER	
PRECEDENT MAP	
DEVELOPER, HDR	
CONSULTANT, HDR	
ASCE HDR	
ZONING HDR	
OFF ENGINEER	
OPERATIONS	
SAC HDR	
UTILITIES	

**APPLICABLE CODES:**

APPLICABLE CODES: CALIFORNIA BUILDING CODE (CBC)  
 THE FOLLOWING CODES ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.

SECTION	APPROVAL	DATE	REMARKS
1	ASCE HDR		
2	ASCE HDR		
3	ASCE HDR		

NOTE: QUANTITIES ARE FOR REFERENCE ONLY.

INSTRUCTIONS FROM T-MOBILE FOR VALUE ENGINEERING:  
 1. REVIEW QUANTITIES FOR VALUE ENGINEERING AND 1.11.01, 1.11.02, 1.11.03, 1.11.04, 1.11.05, 1.11.06, 1.11.07, 1.11.08, 1.11.09, 1.11.10, 1.11.11, 1.11.12, 1.11.13, 1.11.14, 1.11.15, 1.11.16, 1.11.17, 1.11.18, 1.11.19, 1.11.20, 1.11.21, 1.11.22, 1.11.23, 1.11.24, 1.11.25, 1.11.26, 1.11.27, 1.11.28, 1.11.29, 1.11.30, 1.11.31, 1.11.32, 1.11.33, 1.11.34, 1.11.35, 1.11.36, 1.11.37, 1.11.38, 1.11.39, 1.11.40, 1.11.41, 1.11.42, 1.11.43, 1.11.44, 1.11.45, 1.11.46, 1.11.47, 1.11.48, 1.11.49, 1.11.50, 1.11.51, 1.11.52, 1.11.53, 1.11.54, 1.11.55, 1.11.56, 1.11.57, 1.11.58, 1.11.59, 1.11.60, 1.11.61, 1.11.62, 1.11.63, 1.11.64, 1.11.65, 1.11.66, 1.11.67, 1.11.68, 1.11.69, 1.11.70, 1.11.71, 1.11.72, 1.11.73, 1.11.74, 1.11.75, 1.11.76, 1.11.77, 1.11.78, 1.11.79, 1.11.80, 1.11.81, 1.11.82, 1.11.83, 1.11.84, 1.11.85, 1.11.86, 1.11.87, 1.11.88, 1.11.89, 1.11.90, 1.11.91, 1.11.92, 1.11.93, 1.11.94, 1.11.95, 1.11.96, 1.11.97, 1.11.98, 1.11.99, 1.11.100.

1125 UNIVERSITY AVENUE, SUITE 200  
 SANTA BARBARA, CA 93101  
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 FAX: (805) 964-1101  
 WWW: CORNELLDESIGN.COM

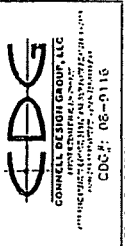
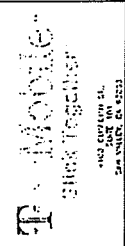
NO.	DATE	DESCRIPTION	BY
1	01/11/16	50% CDS	JRC
2	03/12/16	100% CDS	JRC

**SITE INFORMATION:**  
 SANTA BARBARA CORNER  
 SV00629B  
 SANTA BARBARA, CA 93101

**SHEET TITLE:**  
 TITLE SHEET

**SHEET NUMBER:**  
 T-1





SureSite Consulting Group, LLC
3659 Green Road, Suite 317
Cleveland, Ohio 44122

Table with columns: NO., DATE, DESCRIPTION, UNIT, PRICE. Includes entries for 01/13/10 and 02/13/10.

SANTA BARBARA CORONER
SV00629B
605 S. SHARLOTOWN RD.
SANTA BARBARA, CA 93109

GENERAL NOTES & SPECIFICATIONS

T-3

ISSUE AND MODIFICATIONS:

- 1. ALL CHANGES TO THESE PLANS SHALL BE MADE BY THE ARCHITECT OR HIS REPRESENTATIVE.
2. ANY CHANGES TO THESE PLANS SHALL BE MADE BY THE ARCHITECT OR HIS REPRESENTATIVE.

GENERAL NOTES:

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

GENERAL NOTES:

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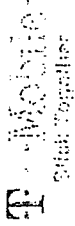
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150 AIRBORNE ST.  
SUNNYVALE, CA 95086

PLANS PREPARED BY:



**CONNELL DESIGN GROUP, LLC**  
1000 UNIVERSITY AVENUE, SUITE 100  
SUNNYVALE, CA 95086  
CONTRACT NO: 05-911R

CONSULTING GROUP:

**SureSite Consulting Group, LLC**  
3659 Green Road, Suite 317  
Cleveland, Ohio 44122

NO.	DATE	DESCRIPTION	BY
1	01/15/10	FOR EDC	JFC
2	03/12/10	FOR EDC	JFC

SITE INFORMATION

**SANTA BARBARA  
CORONER**  
**SV00629B**  
45 S. SAN ANTONIO RD.  
SANTA ANA, CA 92705

SEAL

SHEET TITLE

**CLEARWIRE  
CONDITIONS OF  
APPROVAL**

SHEET NUMBER

**T-5**

1. The undersigned has reviewed the plans and specifications for the proposed project and has determined that the same comply with the applicable codes and regulations. The undersigned hereby certifies that the proposed project meets the requirements of the applicable codes and regulations.

2. The undersigned has reviewed the plans and specifications for the proposed project and has determined that the same comply with the applicable codes and regulations. The undersigned hereby certifies that the proposed project meets the requirements of the applicable codes and regulations.

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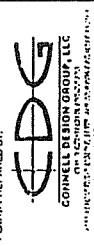
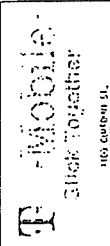
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1100 GREENHILL BL,  
THE VILLAGE, OH 44122

CONNELL BLISION GROUP, LLC  
26152 BUCKINGHAM RD.  
MARIETTA, OHIO 45751  
CONTRACT NO. 03-91116

**SureSite Consulting Group, LLC**  
3659 Green Road, Suite 317  
Cleveland, Ohio 44122

NO. DATE DESCRIPTION OF

1	01/13/10	NO. CO'S	JFC
2	02/13/10	10001 CO'S	JFC

**SANTA BARBARA CORNER**  
SV00629B  
565 S. SAN ANTONIO RD.  
SANTA BARBARA, CA 93110

SCALE

**FIRE DEPT. / BATTERY NOTES**

**F-1**

**MATERIAL SAFETY DATA SHEET  
LEAD-ACID BATTERY**

**IDENTIFICATION:**

1. Name of the chemical/physical hazard: BATTERY ACID
2. Other names: Sulfuric acid, battery acid, storage battery acid
3. CAS #
4. Hazardous waste identification number: 15120
5. Chemical formula
6. Other information: See MSDS for full details.

**HAZARD IDENTIFICATION:**

DANGER: H314 Causes severe skin burns and eye damage. H330 Inhalation may be fatal. H373 May cause irreversible or prolonged effects.

**PRECAUTIONARY STATEMENTS:**

P201+202 Handle with care. Read the label and label instructions carefully before use. P273 Release to the environment must be avoided.

**CONTROL MEASURES:**

P501 Dispose of contents and container according to label instructions. P502 Use only approved disposal methods.

**PERSONAL PROTECTION:**

P601 Store in original container.

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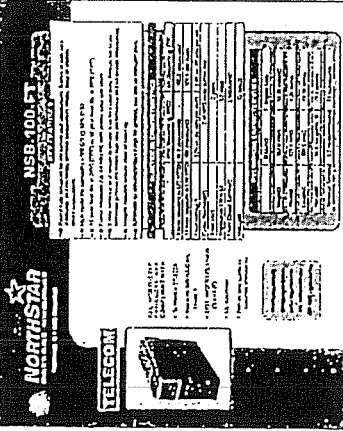
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**PERSONAL PROTECTION:**

P601 Store in original container.



**GENERAL INFORMATION / NOTES:**

1. This is a general information sheet for the purpose of providing information on the location of the material.

2. This information is for informational purposes only and does not constitute an offer of insurance or any other financial product.

**CLASS 1 WATER REACTIVE LIQUID**  
**IONIC LIQUID**  
**OTHER HEALTH HAZARD LIQUID**

USE IN ACCORDANCE WITH THE LABEL INSTRUCTIONS.

1. Always wear the appropriate PPE.

2. Always use proper handling techniques.

3. Always use proper disposal techniques.

4. Always use proper cleanup techniques.

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**P. MOORE**  
SHEP THORBAR

410 BROADWAY, E.  
11TH FLOOR, SUITE 101  
NEW YORK, NY 10038

**EDG**  
COMPELL DESIGN GROUP, LLC  
100 MARKET STREET, SUITE 200  
NEW YORK, NY 10038  
CDE#: 05-81116

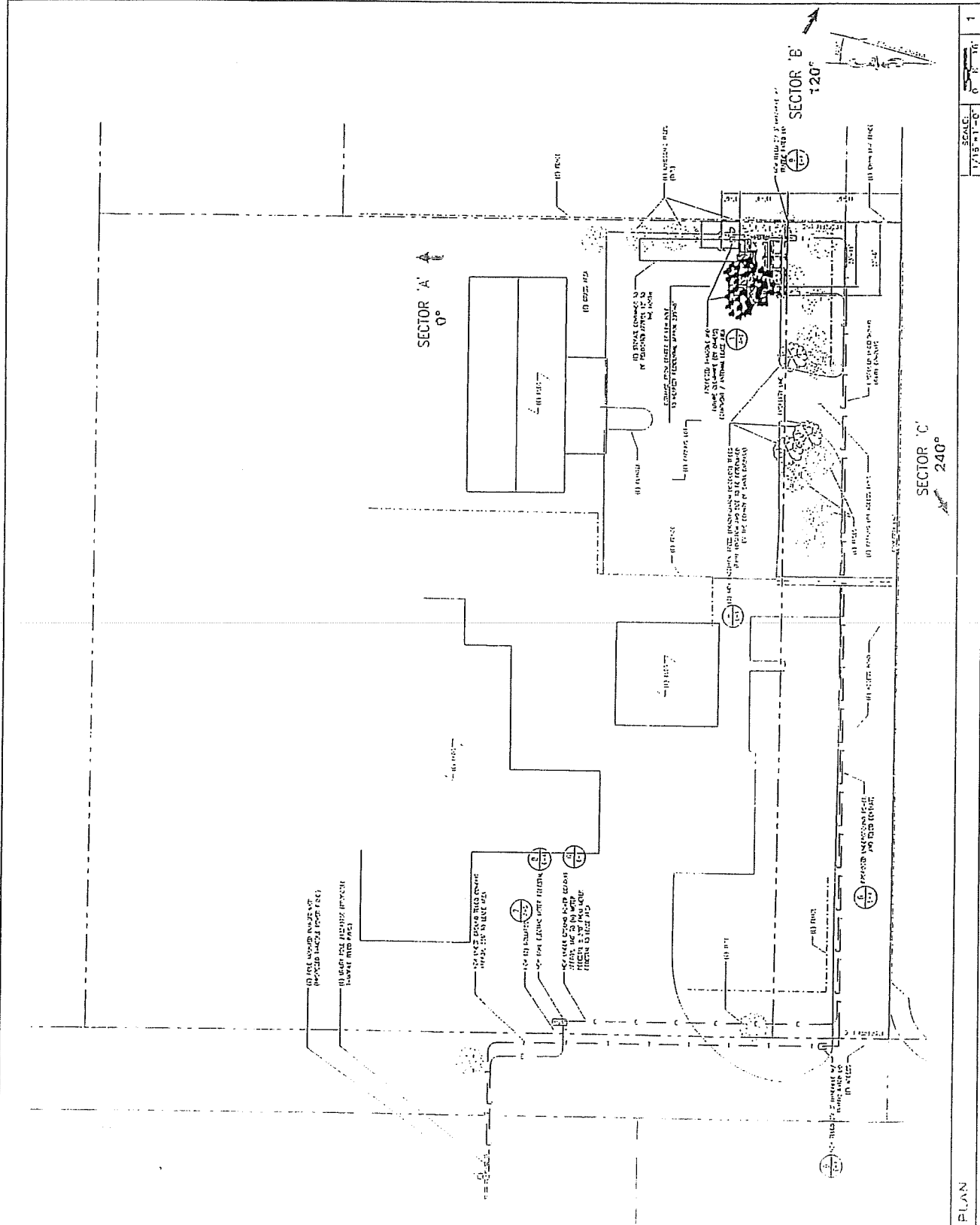
SureSite Consulting Group, LLC  
3659 Green Road, Suite 317  
Cleveland, Ohio 44122

NO.	DATE	DESCRIPTION	BY
1	01/13/10	95% CD'S	JPC
2	03/17/10	100% CD'S	JPC

SITE INFORMATION:  
**SANTA BARBARA CORONER**  
**SV00629B**  
605. 500 ANTWERP RD.  
SANTA BARBARA, CA 93110

SHEET TITLE:  
**SITE PLAN**

SHEET NUMBER:  
**A-1**



SCALE: 1/15" = 1'-0"

DATE: 03/17/10

SHEET: 1

SITE PLAN

PLANS PREPARED BY:



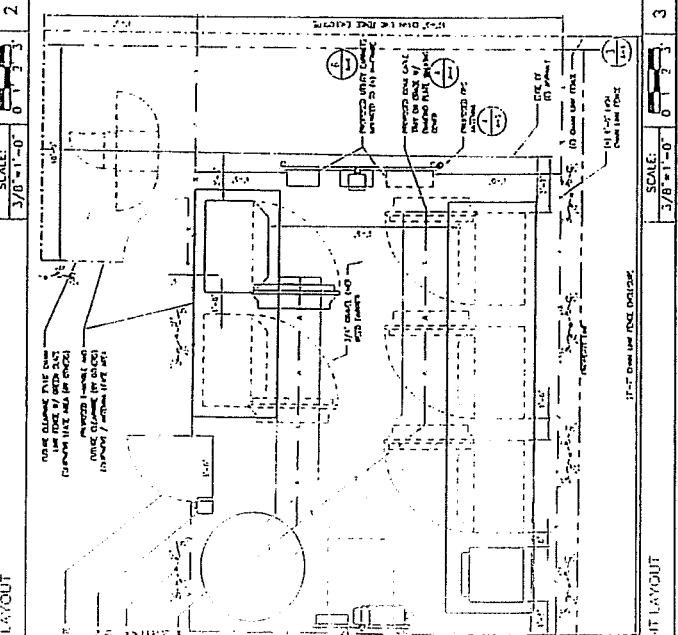
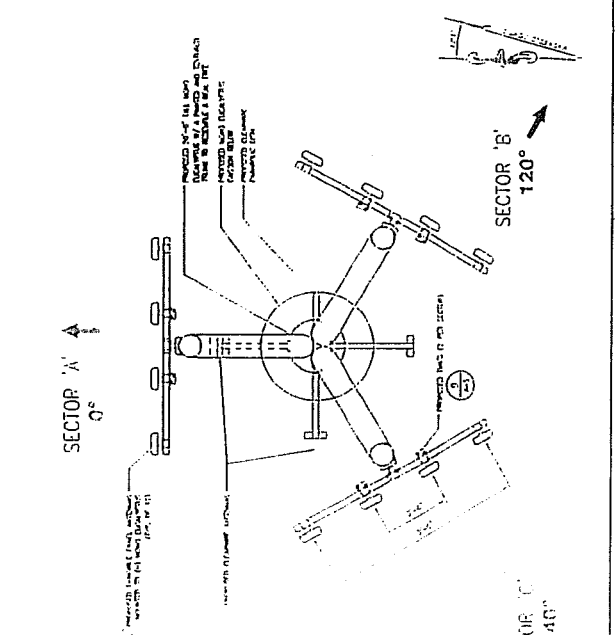
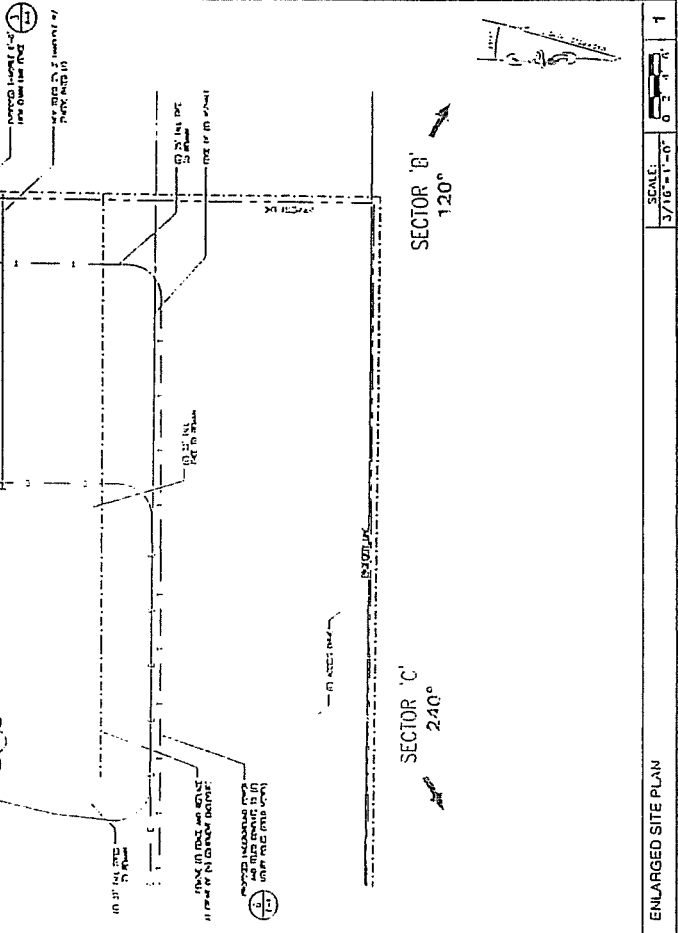
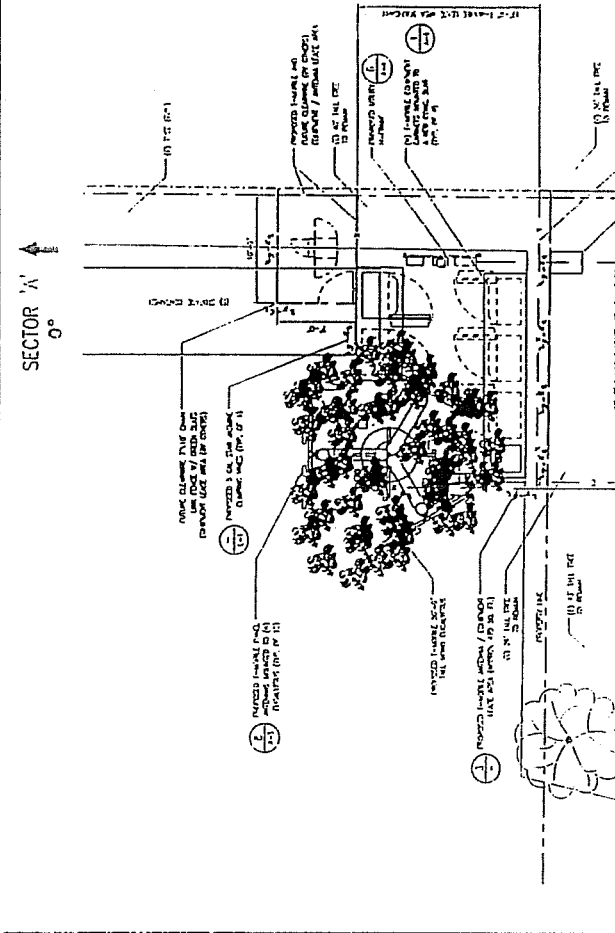
CONSULTING GROUP:  
 SureSite Consulting Group, LLC  
 3659 Green Road, Suite 317  
 Cleveland, Ohio 44122

NO.	DATE	DESCRIPTION	BY
1	01/13/10	90% CD'S	JFC
2	03/12/10	100% CD'S	JFC

FILE INFORMATION:  
 SANTA BARBARA  
 CORNER  
 SV000629B  
 A.S. SAN ANTONIO RD.  
 SANTA BARBARA, CA 93116

SHEET TITLE:  
 ENLARGED SITE PLAN

SHEET NUMBER:  
 A-2



SCALE:	1/8" = 1'-0"	1/4" = 1'-0"	1/2" = 1'-0"	3/8" = 1'-0"
ENLARGED SITE PLAN	1	2	3	1

1163 EASTERN BL.  
SUNNYVALE, CA 95086  
TEL: (415) 351-1111  
WWW.EDGARCH.COM

**EDG**  
CONNELL DESIGN GROUP, LLC  
ARCHITECTURAL ELEVATIONS  
CONSULTING ENGINEERS  
CDD#: 08-9116

SureSite Consulting Group, LLC  
3659 Green Road, Suite 317  
Cleveland, Ohio 44122

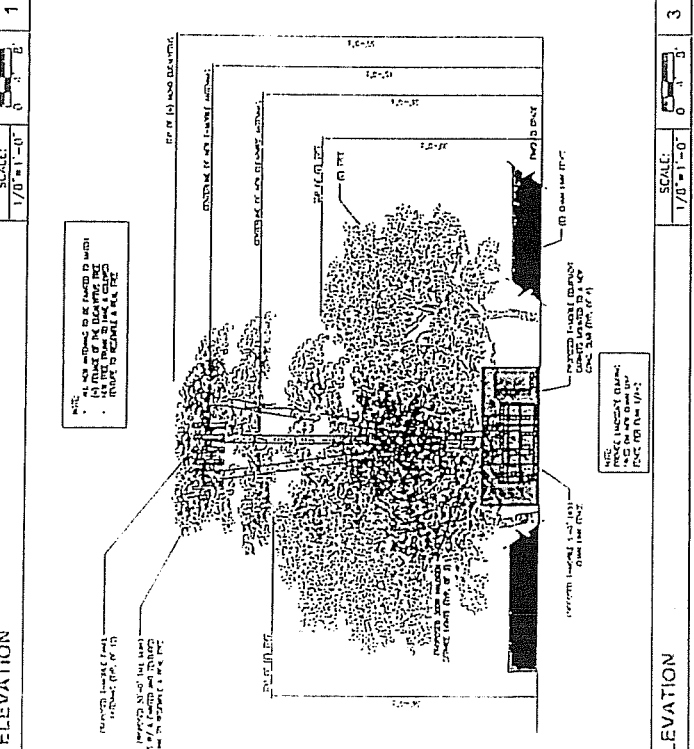
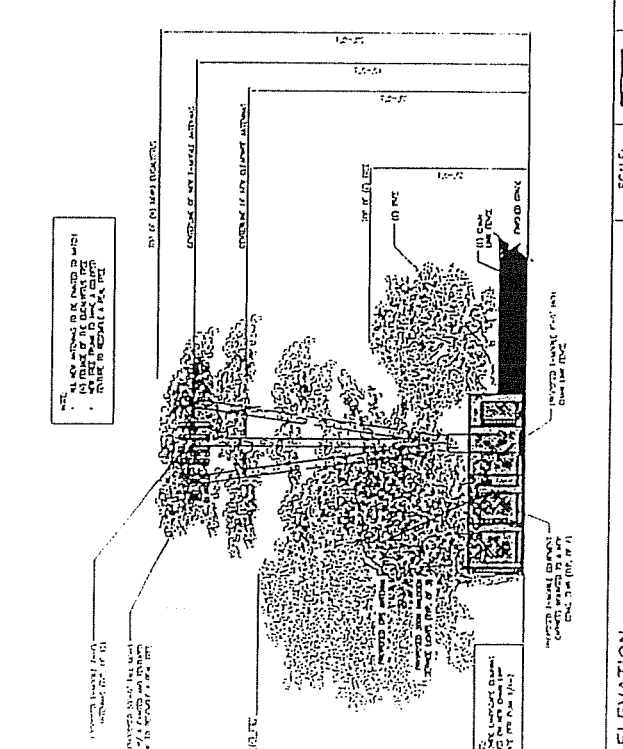
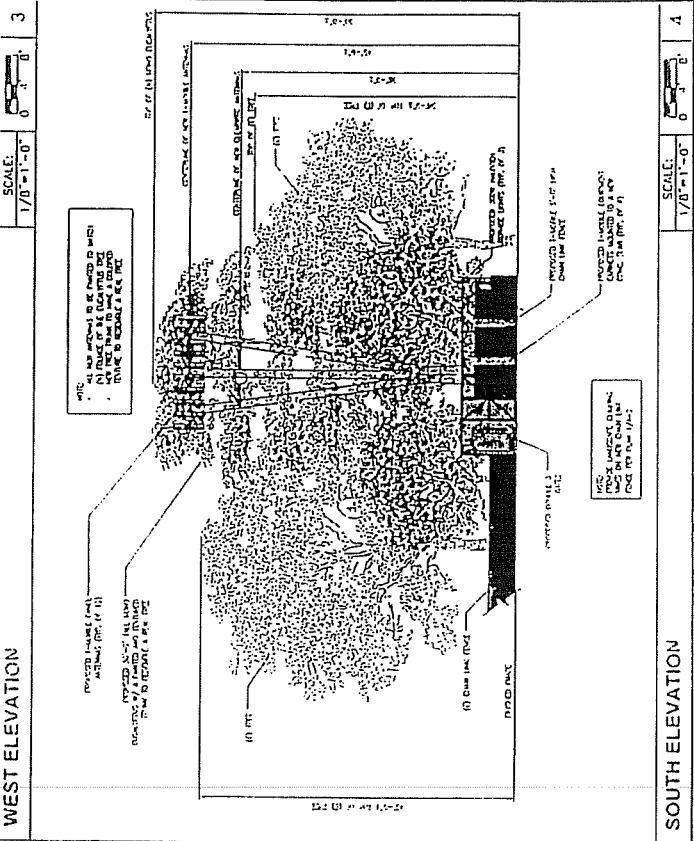
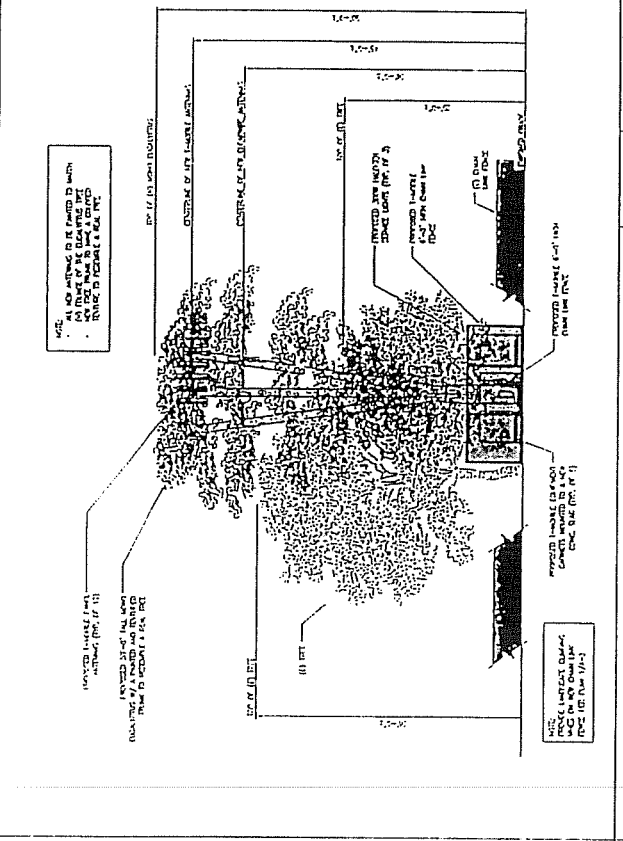
NO.	DATE	DESCRIPTION	BY
1	01/13/10	50% CDS	JPC
2	03/17/10	100% CDS	JPC

SITE INFORMATION:  
SANTA BARBARA  
CORONER  
SV00629B  
145 S. SAN ANTONIO RD.  
SANTA BARBARA, CA 93110

SCALE: \_\_\_\_\_

SHEET TITLE:  
ARCHITECTURAL  
ELEVATIONS

SHEET NUMBER:  
A-3



EDG
   
 CONNELL DESIGN GROUP, LLC
   
 AN ARCHITECTURAL FIRM
   
 4403 BROADVIEW ST.
   
 SUITE 101
   
 CLEVELAND, OHIO 44130
   
 PLANS PREPARED BY:
   
 CDEG# 08-9116
   
 CONSULTING REQUIRED

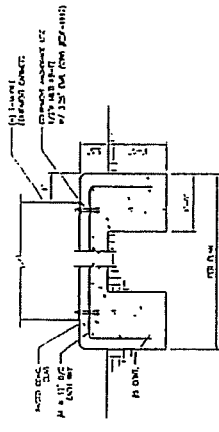
SureSite Consulting Group, LLC
   
 3659 Green Road, Suite 317
   
 Cleveland, Ohio 44122

NO.	DATE	DESCRIPTION	BY	JPC
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2	03/12/10	100% CDS		JPC

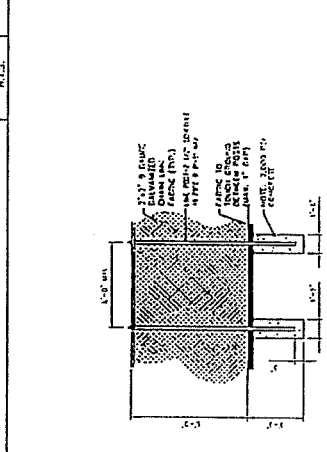
SITE INFORMATION:
   
 SANTA BARBARA
   
 CORONER
   
**SV00629B**
  
 64 E. SAN ANTONIO BL.
   
 SANTA BARBARA, CA 93110

SHEET TITLE:
   
**ARCHITECTURAL**
  
**DETAILS**

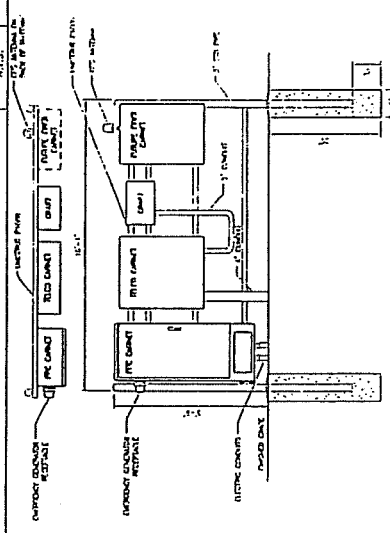
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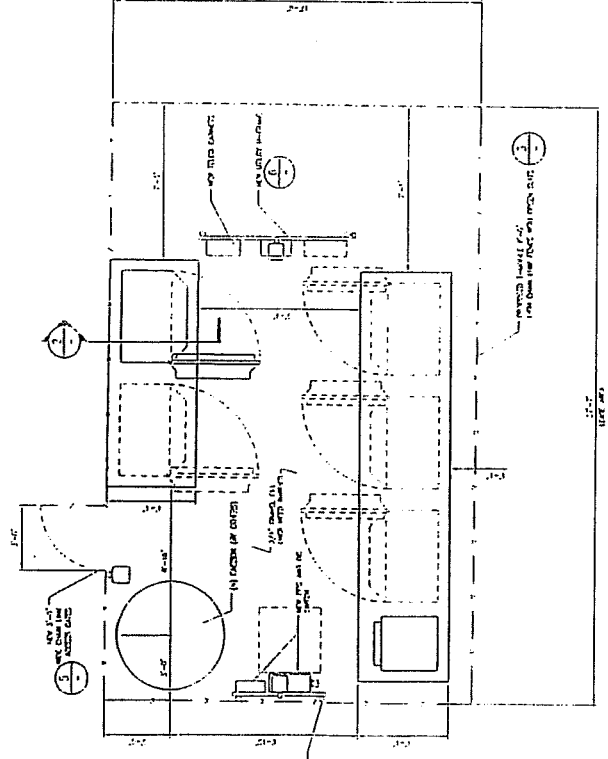
EQUIPMENT ENCLOSURE SECTION SCALE: N.T.S.



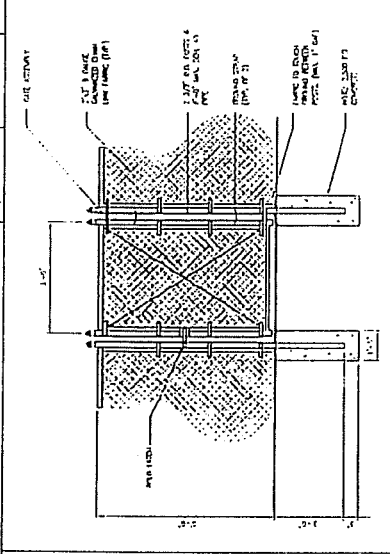
CHAIN LINK FENCE DETAIL SCALE: N.T.S.



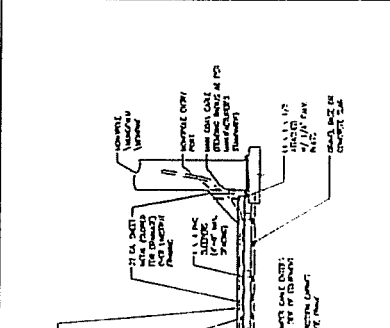
PPC, EGR, GPS ANTENNA & CABINETS SCALE: N.T.S.



EQUIPMENT ENCLOSURE PLAN SCALE: 3/8" = 1'-0"



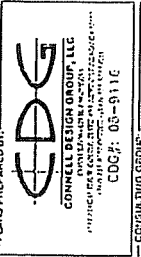
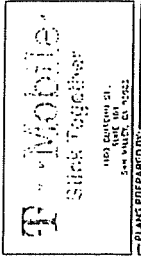
CHAIN LINK GATE DETAIL SCALE: N.T.S.



RAY ON GRADE TO MONOPOLE SCALE: N.T.S.

EQUIPMENT ENCLOSURE PLAN SCALE: 3/8" = 1'-0"

RAY ON GRADE TO MONOPOLE SCALE: N.T.S.



**SureSite Consulting Group, LLC**  
 3659 Green Road, Suite 317  
 Cleveland, Ohio 44132

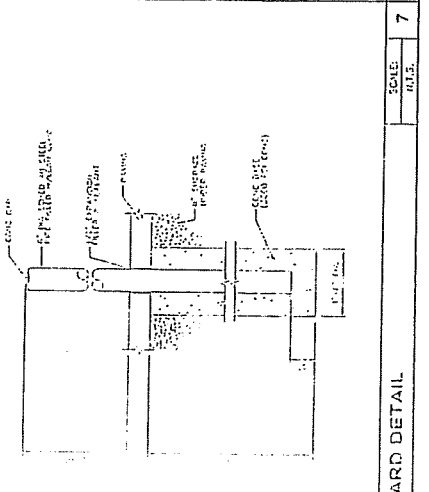
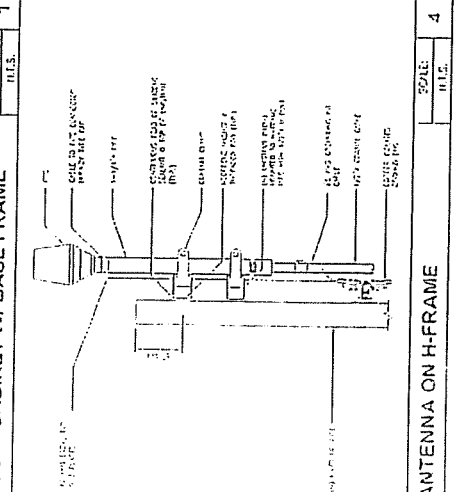
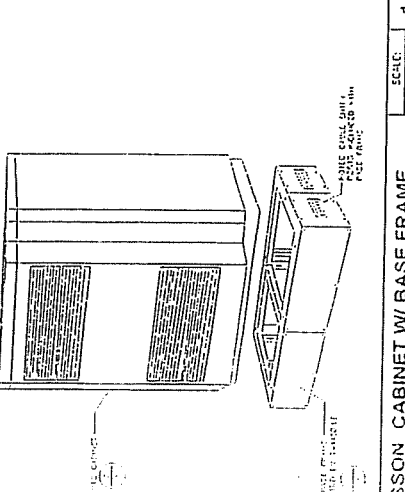
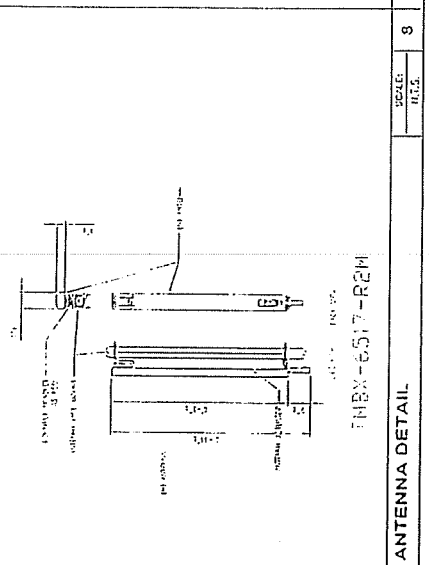
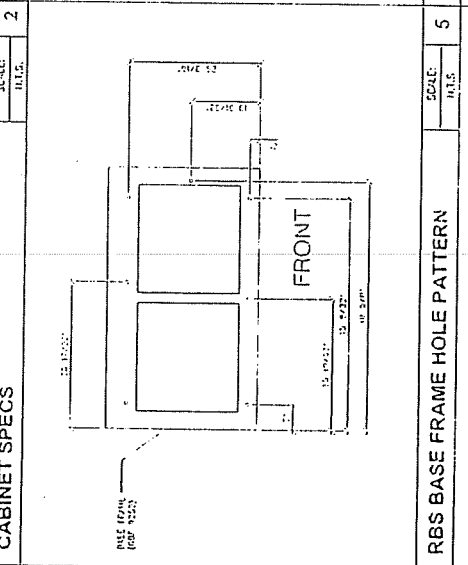
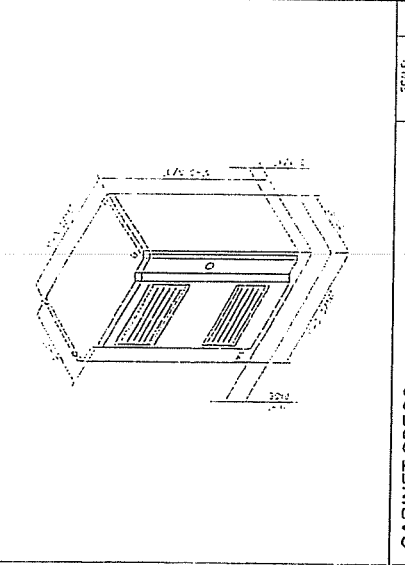
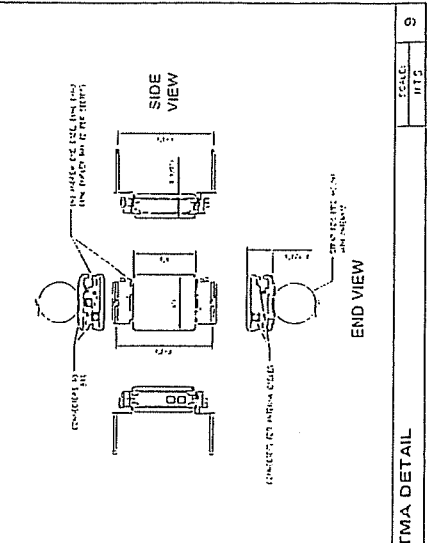
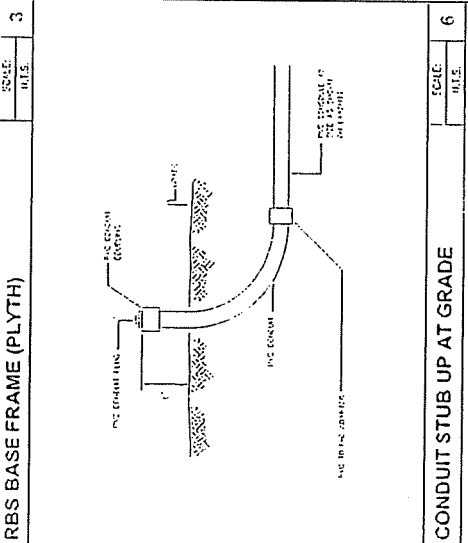
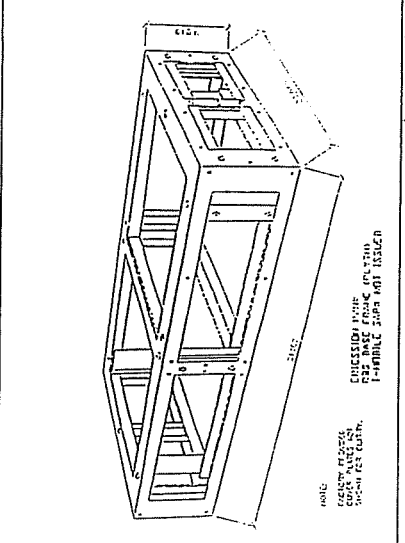
NO.	DATE	DESCRIPTION	BY
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2	02/12/10	ISSUE CD'S	JPC

**SANTA BARBARA CORNER**  
**SV00629B**  
 45 E. SAN ANTONIO RD.  
 SANTA BARBARA, CA 93103

SCALE: \_\_\_\_\_

SHEET TITLE:  
**ARCHITECTURAL DETAILS**

SHEET NUMBER:  
**A-5**



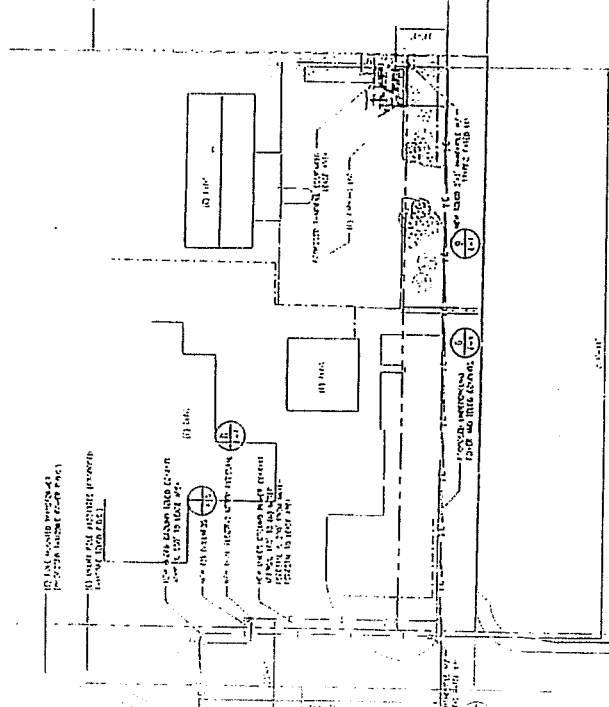
NO.	DATE	DESCRIPTION	BY
1	10/17/10	NOT. CD'S	JPC
2	02/12/10	ISSUE CD'S	JPC

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

DATE: 03/17/16  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**REVISIONS:**

- 1. 03/17/16: REVISED PER COMMENTS FROM CLIENT.
- 2. 03/17/16: REVISED PER COMMENTS FROM CLIENT.
- 3. 03/17/16: REVISED PER COMMENTS FROM CLIENT.



**RICAL SITE PLAN**  
 SCALE: 1/8" = 1'-0"  
 SHEET NO. 1

**SYMBOLS**

- 1. 1" DIA. CONCRETE PILE
- 2. 12" DIA. CONCRETE PILE
- 3. 18" DIA. CONCRETE PILE
- 4. 24" DIA. CONCRETE PILE
- 5. 30" DIA. CONCRETE PILE
- 6. 36" DIA. CONCRETE PILE
- 7. 42" DIA. CONCRETE PILE
- 8. 48" DIA. CONCRETE PILE
- 9. 54" DIA. CONCRETE PILE
- 10. 60" DIA. CONCRETE PILE
- 11. 66" DIA. CONCRETE PILE
- 12. 72" DIA. CONCRETE PILE
- 13. 78" DIA. CONCRETE PILE
- 14. 84" DIA. CONCRETE PILE
- 15. 90" DIA. CONCRETE PILE
- 16. 96" DIA. CONCRETE PILE
- 17. 102" DIA. CONCRETE PILE
- 18. 108" DIA. CONCRETE PILE
- 19. 114" DIA. CONCRETE PILE
- 20. 120" DIA. CONCRETE PILE

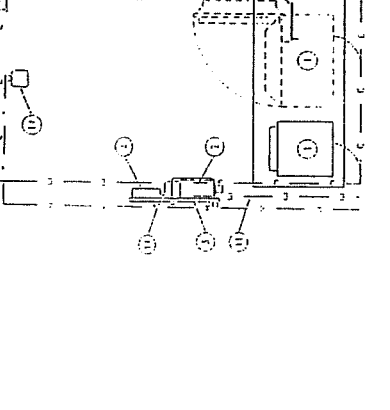
**ABBREVIATIONS**

**CONSTRUCTION KEY NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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16. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
17. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
18. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
19. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
20. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**SYMBOLS**

- 1. 1" DIA. CONCRETE PILE
- 2. 12" DIA. CONCRETE PILE
- 3. 18" DIA. CONCRETE PILE
- 4. 24" DIA. CONCRETE PILE
- 5. 30" DIA. CONCRETE PILE
- 6. 36" DIA. CONCRETE PILE
- 7. 42" DIA. CONCRETE PILE
- 8. 48" DIA. CONCRETE PILE
- 9. 54" DIA. CONCRETE PILE
- 10. 60" DIA. CONCRETE PILE
- 11. 66" DIA. CONCRETE PILE
- 12. 72" DIA. CONCRETE PILE
- 13. 78" DIA. CONCRETE PILE
- 14. 84" DIA. CONCRETE PILE
- 15. 90" DIA. CONCRETE PILE
- 16. 96" DIA. CONCRETE PILE
- 17. 102" DIA. CONCRETE PILE
- 18. 108" DIA. CONCRETE PILE
- 19. 114" DIA. CONCRETE PILE
- 20. 120" DIA. CONCRETE PILE



**ELECTRICAL SITE PLAN, POWER & RF CONFIGURATION**  
 SCALE: 1/8" = 1'-0"  
 SHEET NO. 2

**SYMBOLS**

- 1. 1" DIA. CONCRETE PILE
- 2. 12" DIA. CONCRETE PILE
- 3. 18" DIA. CONCRETE PILE
- 4. 24" DIA. CONCRETE PILE
- 5. 30" DIA. CONCRETE PILE
- 6. 36" DIA. CONCRETE PILE
- 7. 42" DIA. CONCRETE PILE
- 8. 48" DIA. CONCRETE PILE
- 9. 54" DIA. CONCRETE PILE
- 10. 60" DIA. CONCRETE PILE
- 11. 66" DIA. CONCRETE PILE
- 12. 72" DIA. CONCRETE PILE
- 13. 78" DIA. CONCRETE PILE
- 14. 84" DIA. CONCRETE PILE
- 15. 90" DIA. CONCRETE PILE
- 16. 96" DIA. CONCRETE PILE
- 17. 102" DIA. CONCRETE PILE
- 18. 108" DIA. CONCRETE PILE
- 19. 114" DIA. CONCRETE PILE
- 20. 120" DIA. CONCRETE PILE

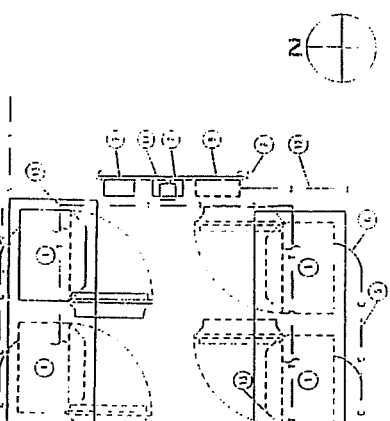
**ABBREVIATIONS**

**CONSTRUCTION KEY NOTES:**

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3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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17. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
18. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
19. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
20. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**SYMBOLS**

- 1. 1" DIA. CONCRETE PILE
- 2. 12" DIA. CONCRETE PILE
- 3. 18" DIA. CONCRETE PILE
- 4. 24" DIA. CONCRETE PILE
- 5. 30" DIA. CONCRETE PILE
- 6. 36" DIA. CONCRETE PILE
- 7. 42" DIA. CONCRETE PILE
- 8. 48" DIA. CONCRETE PILE
- 9. 54" DIA. CONCRETE PILE
- 10. 60" DIA. CONCRETE PILE
- 11. 66" DIA. CONCRETE PILE
- 12. 72" DIA. CONCRETE PILE
- 13. 78" DIA. CONCRETE PILE
- 14. 84" DIA. CONCRETE PILE
- 15. 90" DIA. CONCRETE PILE
- 16. 96" DIA. CONCRETE PILE
- 17. 102" DIA. CONCRETE PILE
- 18. 108" DIA. CONCRETE PILE
- 19. 114" DIA. CONCRETE PILE
- 20. 120" DIA. CONCRETE PILE



**RICAL SITE PLAN**  
 SCALE: 1/8" = 1'-0"  
 SHEET NO. 3

**TRIMODIA**  
 HIGH TECH DESIGN

1523 CLEVELAND BL.  
 CLEVELAND, OH 44115

**EDG**  
 CONNELL DESIGN GROUP, LLC

11111 CLEVELAND BL.  
 CLEVELAND, OH 44115

CELL: 216-991-9116

**SureSite Consulting Group, LLC**  
 3659 Green Road, Suite 317  
 Cleveland, Ohio 44122

NO.	DATE	DESCRIPTION	BY
1	01/13/10	100% CD'S	APC
2	03/17/16	100% CD'S	APC

**SITE INFORMATION**

**SANTA BARBARA CORONER**  
**SV00629B**  
 655 SAN JACINTO RD.  
 PHILA DUNBAR, CA 92316

**SHEET TITLE**

**ELECTRICAL SITE PLAN, POWER & RF CONFIGURATION**

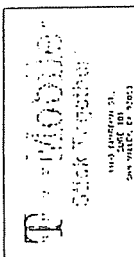
**SHEET NUMBER**

**E-1**









PLANS PREPARED BY:  
**EDG**  
**EDG**  
 EDG DESIGN GROUP, LLC  
 3659 GREEN ROAD, SUITE 317  
 CLEVELAND, OHIO 44122  
 PHONE: 216-231-1111  
 FAX: 216-231-1112  
 WWW.EDGDESIGN.COM  
 CDD#: 05-3116

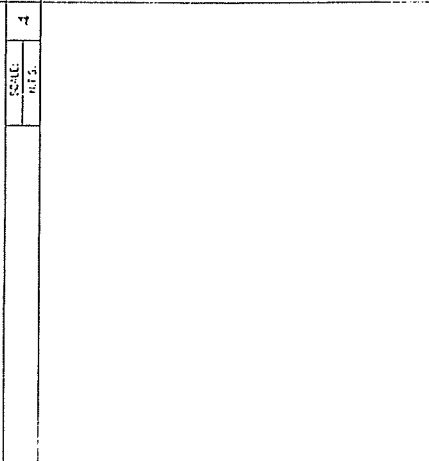
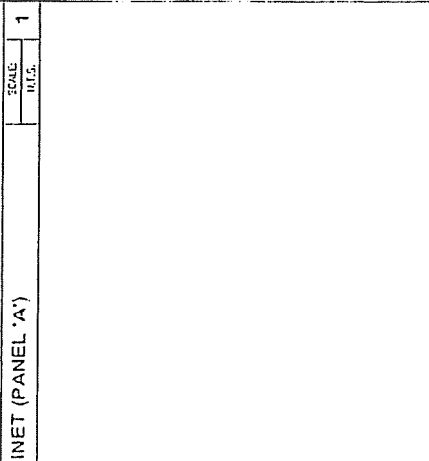
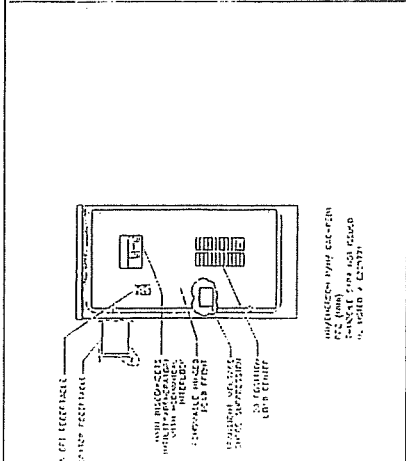
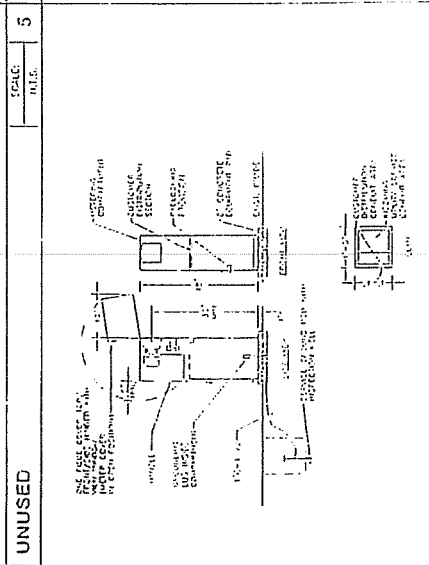
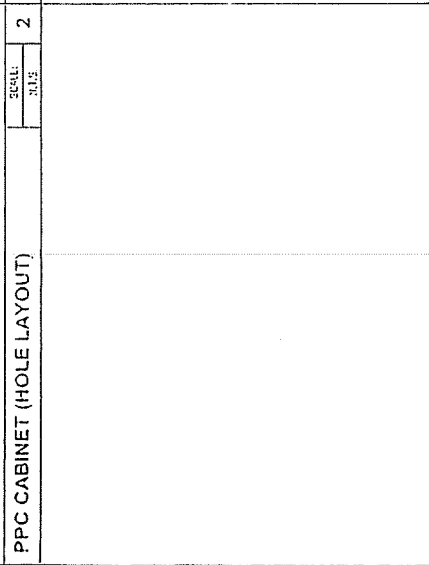
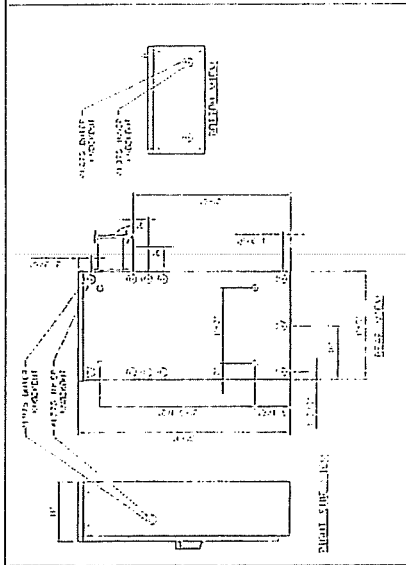
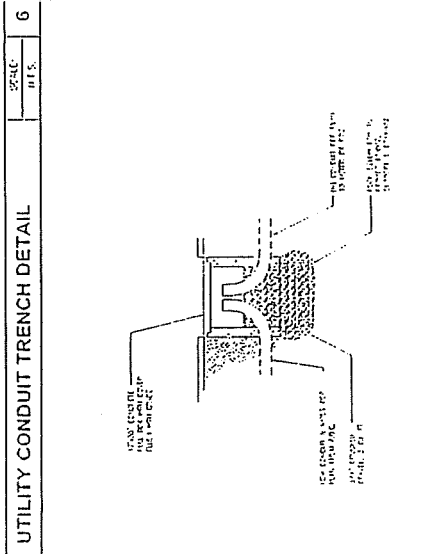
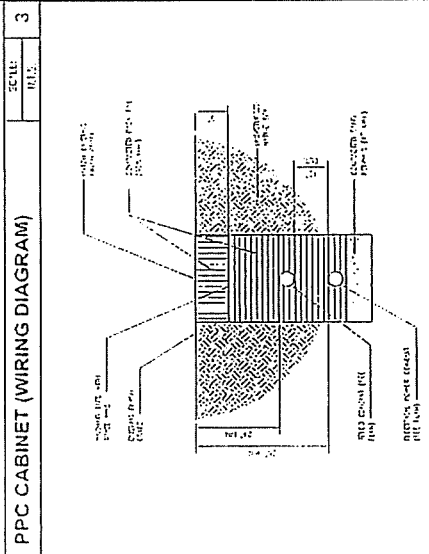
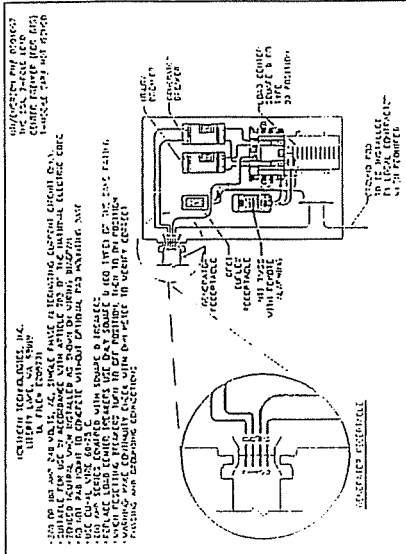
CONSULTING GROUP:  
 SureSite Consulting Group, LLC  
 3659 Green Road, Suite 317  
 Cleveland, Ohio 44122

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2	02/12/10	RECC CDS	JPC

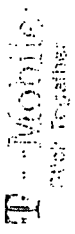
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**SANTA BARBARA**  
**CORNER**  
**SV00629B**  
 66 S. SANTA ANNE RD.  
 SANTA BARBARA, CA 93101

SCALE:  
 SHEET TITLE:  
**ELECTRICAL**  
**DETAILS**

SHEET NUMBER:  
**E-4**



NO.	DATE	DESCRIPTION	BY
1	01/12/10	POE CDS	JPC
2	02/12/10	RECC CDS	JPC



1805 CANTON ST.  
248 WILCOX, OH 43122



**CONNELL DESIGN GROUP, LLC**  
11111 WOODBRIDGE BLVD., SUITE 200  
PAINESVILLE, OHIO 44069-3111  
PHONE: (440) 355-0333  
FAX: (440) 355-0333  
CODE: 08-5111

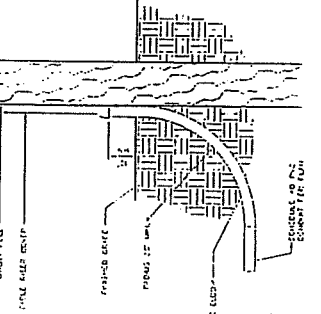
CONSULTING GROUP:

**SureSite Consulting Group, LLC**  
3669 Green Road, Suite 317  
Cleveland, Ohio 44122

NO.	DATE	DESCRIPTION	BY
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2	02/12/10	100%: CFS	JPC

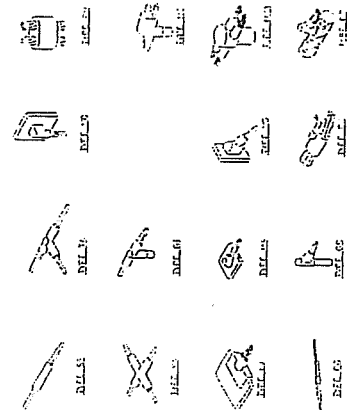
**SANTA BARBARA CORONER**  
**SV00629B**  
445 S. MAIN AVE.  
SANTA BARBARA, CA 93101

SCALE



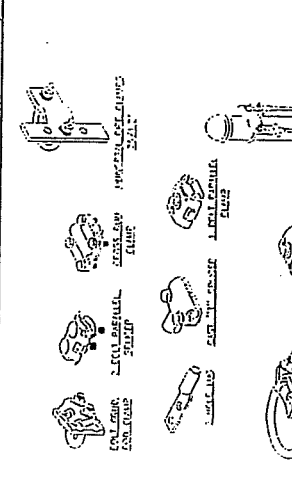
SHEET TITLE:  
**ELECTRICAL DETAILS**

DIRECT IMPACT:  
**E-5**



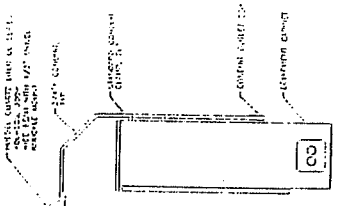
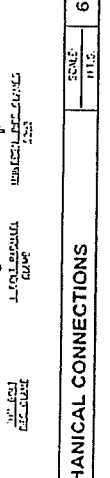
**CADWELD CONNECTIONS**

SCALE: 1/2"=1'-0"



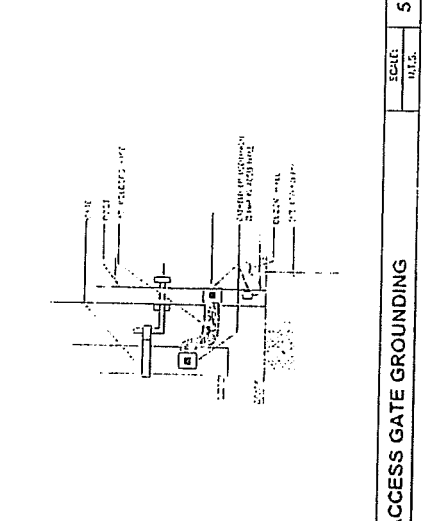
**MECHANICAL CONNECTIONS**

SCALE: 1/2"=1'-0"



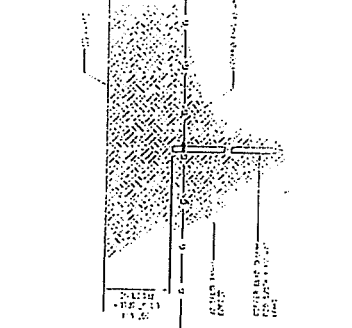
**SERVICE LIGHT MOUNTING DETAIL**

SCALE: 1/2"=1'-0"



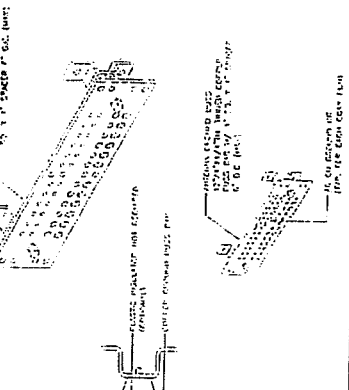
**ACCESS GATE GROUNDING**

SCALE: 1/2"=1'-0"



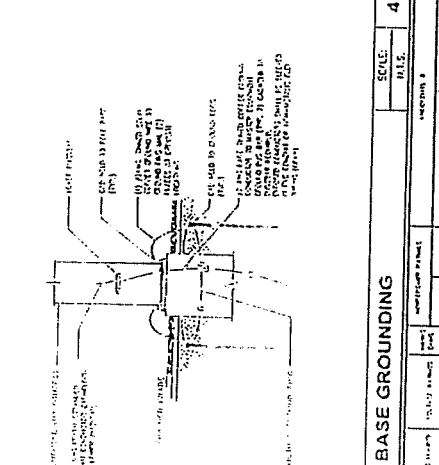
**GROUND ROD DETAILS**

SCALE: 1/2"=1'-0"



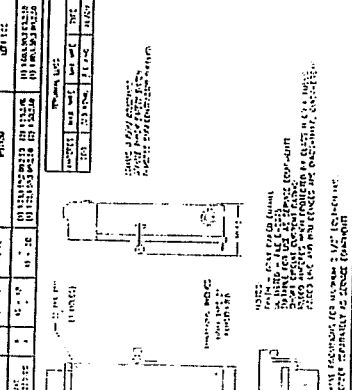
**UND-BAR**

SCALE: 1/2"=1'-0"



**BASE GROUNDING**

SCALE: 1/2"=1'-0"



**GROUND ROD SAFETY SWITCH**

SCALE: 1/2"=1'-0"



**THROW SAFETY SWITCH**

SCALE: 1/2"=1'-0"

SCALE: 1/2"=1'-0"

STUB UP @ POLE

GROUND ROD DETAILS

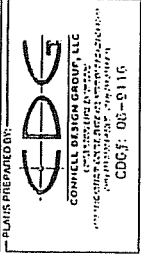
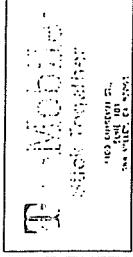
GROUND ROD SAFETY SWITCH

SCALE: 1/2"=1'-0"

SCALE: 1/2"=1'-0"

SCALE: 1/2"=1'-0"

SCALE: 1/2"=1'-0"



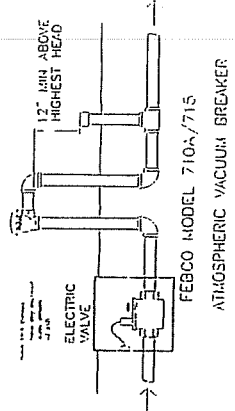
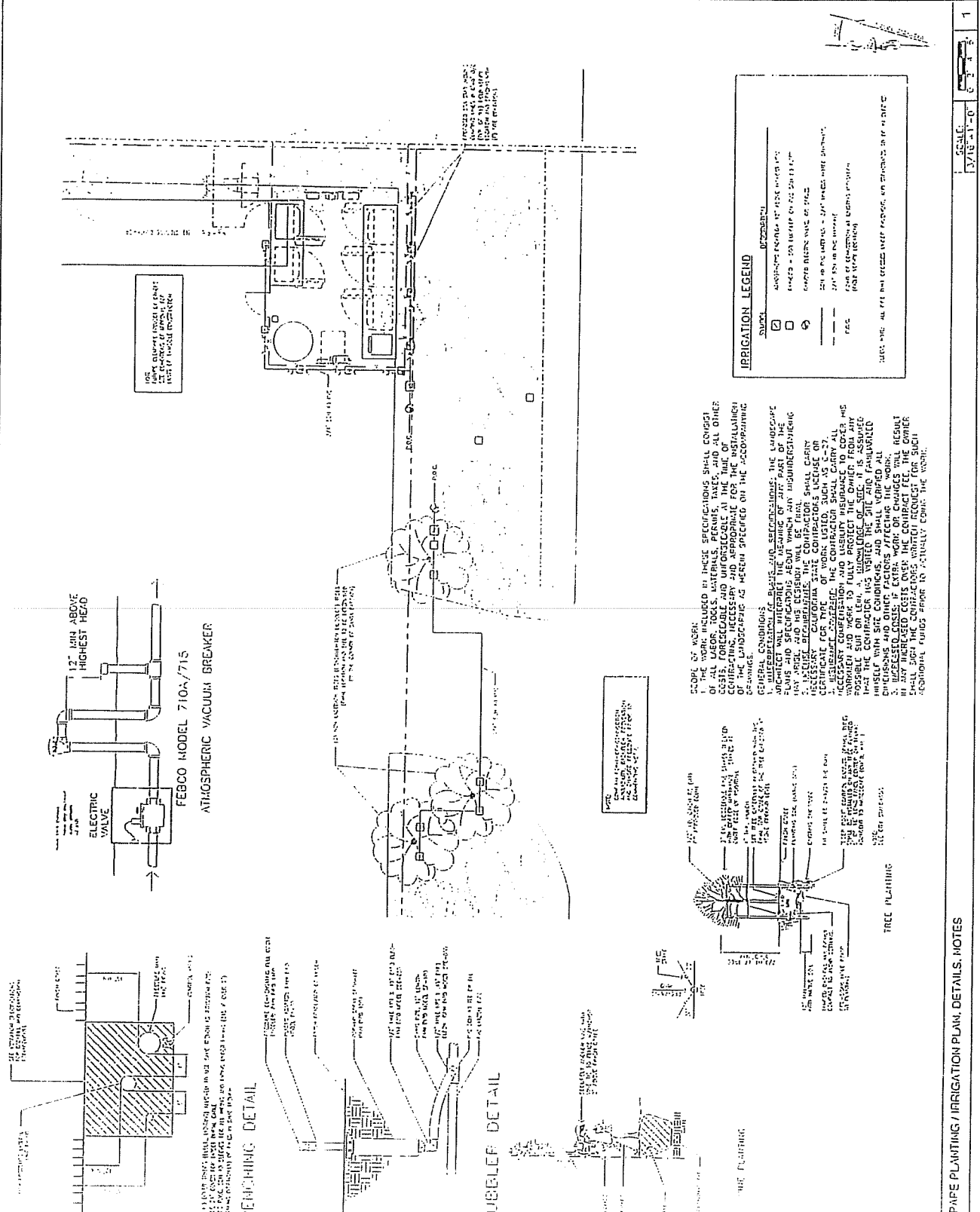
Success Consulting Group, LLC  
 3059 Green Road, Suite 317  
 Cleveland, Ohio 44122

NO.	DATE	DESCRIPTION	BY	CHK
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2	02/12/10	1657 CD'S	JPC	

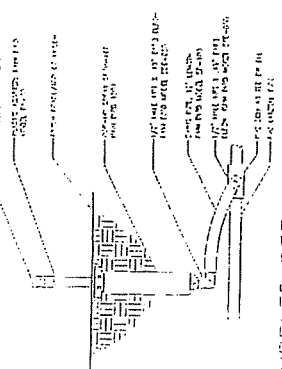
SITE INFORMATION:  
 SANTA BARBARA  
 CORNER  
 SV00629B  
 44 S. DALLAMOND RD.  
 SANTA BARBARA, CA 93110

PLANS PREPARED BY:  
 CONSULTING GROUP

SHEET TITLE:  
 LANDSCAPE  
 IRRIGATION PLAN,  
 DETAILS NOTES



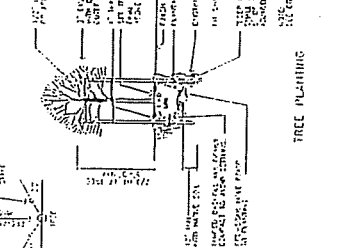
RENCHING DETAIL



PIPE PLANTING / IRRIGATION PLAN, DETAILS, NOTES

SCOPE OF WORK:  
 1. THE WORK INCLUDED IN THESE SPECIFICATIONS SHALL CONSIST OF ALL LABOR, TOOLS, MATERIALS, PERMITS, TAXES, AND ALL OTHER COSTS INCURRED AND UNFORSEEN AT THE TIME OF CONTRACTING, INCLUDING THE COST OF ALL NECESSARY MATERIALS AND SUPPLIES AS HEREIN SPECIFIED ON THE ACCOMPANYING GENERAL CONDITIONS.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND AUTHORITIES.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND AUTHORITIES.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND AUTHORITIES.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND AUTHORITIES.

GENERAL CONDITIONS:  
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND AUTHORITIES.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND AUTHORITIES.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND AUTHORITIES.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND AUTHORITIES.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND AUTHORITIES.



TREE PLANTING

IRRIGATION LEGEND

SYMBOL	DESCRIPTION
☐	4" POLYETHYLENE GLASS REINFORCED PIPE
○	4" POLYETHYLENE GLASS REINFORCED PIPE
○	4" POLYETHYLENE GLASS REINFORCED PIPE
---	4" POLYETHYLENE GLASS REINFORCED PIPE
---	4" POLYETHYLENE GLASS REINFORCED PIPE

NOTES:  
 1. ALL PIPE SHALL BE INSTALLED WITH PROTECTIVE COATING.  
 2. ALL PIPE SHALL BE INSTALLED WITH PROTECTIVE COATING.  
 3. ALL PIPE SHALL BE INSTALLED WITH PROTECTIVE COATING.

SCALE: 1/2" = 1'-0"

1

**EXHIBIT E**

Land Use Permit



COUNTY OF SANTA BARBARA  
CALIFORNIA

PLANNING COMMISSION

COUNTY ENGINEERING BUILDING  
123 E ANAPAMU ST  
SANTA BARBARA, CALIF 93101-2058  
PHONE (805) 568-2000  
FAX (805) 568-2030

July 14, 2010

Scott Dunaway  
SureSite Consulting Group, LLC  
3647 Sunset Drive  
Santa Barbara, CA 93105

PLANNING COMMISSION  
HEARING OF JULY 7, 2010

*RE: T-Mobile Telecommunications Facility at Santa Barbara County Coroner's Office;  
10CUP-0000-0007*

Hearing on the request of Scott Dunaway, representing T-Mobile, to consider Case No. 10CUP-00000-00007 [application filed on March 22, 2010] for a Major Conditional Use Permit allowing a new telecommunication facility, including an antenna support structure and antennas, in compliance with Section 35.82.060 of the Land Use and Development Code, on property zoned Recreation (REC) and Professional and Institutional (PI); and to determine that the project is exempt pursuant to Section 15303 of the State Guidelines for Implementation of the California Environmental Quality Act. The application involves AP Nos. 061-040-015 and 061-040-027, located at the Santa Barbara County Coroner's Office at 66 S. San Antonio Road, in the Goleta Area, Second Supervisorial District.

---

Dear Mr. Dunaway:

At the Planning Commission hearing of July 7, 2010, Commissioner Brown moved, seconded by Commissioner Blough, and carried by a vote of 5 to 0:

1. Make the required findings for the project specified in Attachment A of the staff report, dated June 18, 2010, including CEQA findings, as revised at the hearing of July 7, 2010;
2. Determine the project is exempt pursuant to Section 15303 of the State Guidelines for Implementation of the California Environmental Quality Act (Attachment B of the staff report, dated June 18, 2010); and
3. Approve the project subject to the conditions included as Attachment C of the staff report, dated June 18, 2010, as revised at the hearing of July 7, 2010.

## REVISIONS TO STAFF REPORT

*Commercial Telecommunications Facilities, Development Standards is amended (Section 35.44.010.D.1) (page 13 of staff report, dated June 18, 2010):*

Development Standard 1.f. The Federal Communications Commission has established standards for public exposure to radio frequency electromagnetic fields emitted by telecommunications facilities. The applicant has demonstrated that the proposed facility would comply with these standards. (See Section 2.1.6 2.1.5 of Attachment A of this staff report for additional details.) This Conditional Use Permit includes a condition requiring the project to comply with these and any other applicable Federal Communication Commission rules, regulations, and standards. Therefore, the project would comply with this development standard.

*Add the following site plan that shows antenna orientation and antenna beam width (see attached copy):*

Enlarged Site Plan, Sheet A-2 (Cornell Design Group, March 12, 2010)

## REVISIONS TO FINDINGS

*Add the following finding:*

### 2.3 Conditional Use Permits: Conditions, Restrictions, and Modifications (Subsection 35.82.060.1)

#### 2.3.1 At the time the Conditional Use Permit is approved . . . the review authority may modify the applicable . . . setbacks . . . when the review authority finds that the modifications are justified and consistent with the Comprehensive Plan and the intent of other applicable regulations and guidelines . . .

As discussed in Section 6.3.1 (Development Standard 1.a) of this staff report, and incorporated herein by reference, the two equipment panels and six equipment cabinets would not comply with the side and rear setbacks. However, a modification to the side and rear setbacks is justified under Subsection 35.82.060.1 of the Land Use and Development Code. The side property-line adjoins a small and narrow parcel (0.28 acres, 41 feet x 298 feet, APN 061-040-027) that is part of the County Coroner's Office and owned by Santa Barbara County. This parcel includes a paved, gated access road and approximately 10 non-native, ornamental trees. There are no nearby resources, structures, development or uses that would be affected by the equipment panels and cabinets.

The rear property line adjoins the Goleta Cemetery. A fence and trees separate the project site from the cemetery. There are no resources, structures, development or uses that would be affected by the equipment panels and cabinets. Given these circumstances, a modification to the side and rear setbacks would be consistent with the Comprehensive Plan and Land Use and Development Code and would not adversely affect neighborhood character, natural resources, scenic resources or public health, safety or welfare.

## REVISIONS TO CONDITIONS OF APPROVAL

*Condition No. 7 is amended:*

7. **Tel-01 Faux Eucalyptus Tree Design:** The Applicant shall adhere to the following design specifications for the faux eucalyptus tree antenna support structures and antennas: branch foliage must vary in density, spacing, size and angle to avoid rigid symmetry; overall tree shape shall integrate with the context of the site; colors of the faux foliage shall match and blend with the colors of the adjacent existing trees; colors of the faux trunk and branches shall be non-reflective and the exterior surface of the faux trunk shall emulate the texture of a real tree; all antennas (e.g., panels, microwave and GPS), mounting brackets, and coaxial cables shall be screened from public view by the faux foliage and painted to match; branch foliage shall continue down the faux trunk so as to fully conceal the trunk from prominent public vantage points and the overall design shall substantially conform to and implement the visual effect represented in the photo simulations accompanying the project application. **PLAN REQUIREMENTS:** The Applicant shall submit construction plans evidencing compliance with the faux eucalyptus tree specifications to the Board of Architectural Review and P&D staff for review and approval. **TIMING:** This condition shall be satisfied prior to issuance of a Zoning Clearance. **MONITORING:** Permit Compliance staff shall conduct a project compliance inspection prior to Final Building Inspection.

*Condition No. 11 is amended:*

11. **Tel-05 Exterior Lighting.** The antenna support structure shall not be lighted. The leased premises shall likewise be unlit except for three manually operated 150-watt service lights for lighting the equipment panels and equipment cabinets at the base of the antenna support structure. The light fixtures shall ~~be minimum~~ not exceed 6½ feet in height as measured from the finish elevation of the building pad to the top of the light fixtures, and shall be fully shielded and fully hooded 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 print these lighting limitations on the construction plans. Plans for the three service lights shall be submitted to the Board of Architectural Review and P&D staff for review and approval. **TIMING:** This condition shall be satisfied prior to issuance of a Zoning Clearance. **MONITORING:** P&D Permit Compliance staff shall conduct a project compliance inspection prior to Final Building Inspection Clearance and respond to any complaints.

*Condition No. 14 is amended:*

14. **Tel-08 FCC Compliance:** The facility shall be operated in strict conformance with: (i) all rules, regulations, standards and guidance published by the Federal Communications Commission (FCC), including but not limited to, safety signage, Maximum Permissible Exposure Limits (MPE) and any other similar requirements to ensure public protection or (ii) all other legally binding, more restrictive standards subsequently adopted by federal agencies having jurisdiction. Compliance shall be governed by the following:

1. ~~Initial Compliance. The Applicant shall hire a qualified professional acceptable to the County (independent of Applicant), to perform radio frequency (RF) field tests that measure actual RF electromagnetic exposure at the site. These testings shall measure all ambient sources of RF energy at the site and report the cumulative RF exposure, including contributions from the site together with other sources of RF energy in the environment as a whole. Measurements shall be made by the responsible professional who will author the report to the County. Report of the results and the author's findings with respect to compliance with federally established MPE standards shall be submitted to the County~~

~~within 30 days of Final Building Clearance. The Applicant shall pay for the cost of the field tests 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.~~

2. Equipment Addition or Replacement. Prior to the addition/replacement of equipment that has the potential to increase RF emissions at any public location beyond that estimated in the initial application and is within the scope of the project description, the Applicant shall submit a report providing the predicted maximum effective radiated power including the new equipment as well as the maximum cumulative potential public RF exposure expressed as a percentage of the public MPE limit attributable to the site as a whole. Once the new equipment has been installed, the Applicant shall perform Initial Verification as stated in "1" above. **PLAN REQUIREMENTS:** All building plans shall include provisions for MPE compliance. **TIMING:** ~~Initial verification of compliance with MPE standards shall be accomplished no later than 30 days following Final Building Clearance. Any additional~~ Verification of compliance with MPE standards shall occur prior to the addition or replacement of equipment that has the potential to increase RF emissions. **MONITORING:** P&D staff shall review all RF field testing reports and estimated maximum cumulative RF exposure reports providing predicted compliance with MPE standards.

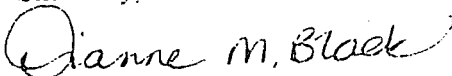
*The attached findings and conditions reflect the Planning Commission's actions of July 7, 2010.*

The action of the Planning Commission on this project may be appealed to the Board of Supervisors by the applicant or any aggrieved person adversely affected by such decision. To qualify as an aggrieved persons the appellant, in person or through a representative, must have informed the Planning Commission by appropriate means prior to the decision on this project of the nature of their concerns, or, for good cause, was unable to do so.

Appeal applications may be obtained at the Clerk of the Board's office. The appeal form must be filed along with any attachments to the Clerk of the Board. In addition to the appeal form a concise summary of fifty words or less, stating the reasons for the appeal, must be submitted with the appeal. The summary statement will be used for public noticing of your appeal before the Board of Supervisors. The appeal, which shall be in writing together with the accompanying applicable fee, must be filed with the Clerk of the Board of Supervisors within the 10 calendar days following the date of the Planning Commission's decision. In the event that the last day for filing an appeal falls on a non-business of the County, the appeal may be timely filed on the next business day. This letter or a copy should be taken to the Clerk of the Board of Supervisors in order to determine that the appeal is filed within the allowed appeal period. **The appeal period for this project ends on Monday, July 19, 2010 at 5:00 p.m.**

If this decision is appealed, the filing fee for both non-applicant and applicant is \$643 and must be delivered to the Clerk of the Board Office at 105 East Anapamu Street, Room 407, Santa Barbara, CA at the same time the appeal is filed.

Sincerely,



Dianne M. Black  
Secretary to the Planning Commission



Planning Commission Hearing of July 7, 2010

T-Mobile Telecommunications Facility at Santa Barbara County Coroner's Office; 10CUP-00000-00007

Page 5

General Services

County Surveyor

APCD

Janet Wolf, Second District Supervisor

Cecilia Brown, Second District Planning Commissioner

Rachel Van Mullen, Deputy County Counsel

Allen Bell, Senior Planner, Development Review Division

Ronn Carlentine, Real Property Manager, General Services

Rick Bower, Goleta Cemetery District (44 S. San Antonio Road, Santa Barbara, CA 93110)

Ramon Gupta, Mullen & Henzell, LLP (112 E. Victoria Street, Santa Barbara, CA 93101)

Attachments: Attachment A – Findings  
Attachment C – Conditions of Approval  
Enlarged Site Plan, Sheet A-2 (Cornell Design Group, March 12, 2010)

DMB/dmv

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## ATTACHMENT A: FINDINGS

### 1.0 CEQA

#### 1.1 Categorical Exemptions Findings

The County Planning Commission finds that the proposed project is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the *Guidelines for Implementation of the California Environmental Quality Act* (CEQA Guidelines). Please see Attachment B, Notice of Exemption.

### 2.0 COUNTY LAND USE AND DEVELOPMENT CODE

#### 2.1 Conditional Use Permit Findings (Section 35.82.060.E)

##### 2.1.1 *The site for the proposed project is adequate in terms of location, physical characteristics, shape, and size to accommodate the type of use and level of development proposed.*

The proposed telecommunications facility includes an antenna support structure and two equipment panels and six equipment cabinets located at the base of the antenna support structure. The facility would be located within a 470 square-foot (27 feet, 7 inches x 17 feet) area ("lease area") that is part of a 2.02-acre parcel occupied by the Santa Barbara County Coroner's Office. Four buildings exist on the subject parcel. The lease area is approximately 60 feet south of the closest building on the subject parcel. The lease area currently consists of a paved parking area. Several trees adjoin the lease area.

The applicant selected this location in order to provide wireless telephone and other wireless communication services to surrounding areas that currently have poor coverage. The project would provide coverage for areas adjoining Highway 101 and Hollister Road between Paterson Avenue to the west and Las Palmas Drive to the east.

The physical characteristics of the lease area are well suited for the project. The lease area is flat and, therefore, the project would not require any grading. The adjoining trees would not affect the project. In fact, the applicant proposes to preserve these trees and plant three additional trees.

The shape and size of the lease area were based on the specific requirements of this particular project. They are adequate for the project and will accommodate the antenna support structure and other aspects of the project. The subject parcel has adequate space for the project. The lease area is located in the southeast corner of the subject parcel. It is approximately 60 feet south of the closest building on the subject parcel. Therefore, this finding can be made.

##### 2.1.2 *Environmental Impacts. Within the Inland area significant environmental impacts will be mitigated to the maximum extent feasible.*

The project site is located in the Inland Area. The project was found to be categorically exempt from the requirements of CEQA, in part, because it would not result in significant environmental impacts. Therefore, mitigation measures are not required and this finding can be made.

##### 2.1.3 *Streets and highways are adequate and properly designed to carry the type and quantity of traffic generated by the proposed use.*

An existing access road off of South San Antonio Road provides access to the lease area. The proposed facility would be an unmanned facility; service technicians would typically visit the facility once or twice a month. South San Antonio Road is a paved, two lane street with adequate capacity to serve the proposed facility and the adjacent cemetery and residences. The

project would not generate any significant traffic and would not require any signage or other road improvements to South San Antonio Road. Therefore, this finding can be made.

*2.1.4 There will be adequate public services, including fire protection, police protection, sewage disposal, and water supply to serve the proposed project.*

The proposed facility would be unmanned and would not require public services other than electric and telephone services. Electric and telephone services are currently available on-site from Southern California Edison and Verizon, respectively. These services have adequate capacity to serve the project. Therefore, this finding can be made.

*2.1.5 The proposed project will not be detrimental to the comfort, convenience, general welfare, health, and safety of the neighborhood and will be compatible with the surrounding area.*

The Federal Communications Commission (FCC) has established standards for limiting public exposure to radio frequency (RF) electromagnetic fields emitted by telecommunications facilities. The applicant has submitted a report that assesses the project's projected emissions and compliance with these standards (Hammett & Edison, dated March 6, 2007 and June 4, 2010). The report assumes that a smaller telecommunications facility would be co-located on this project site. As a result, the report assesses the emissions of both facilities operating at the same time.

The report states that the maximum ambient radio frequency exposure level for a person on the ground would be 0.28 percent of the applicable public limit. The maximum calculated cumulative level on the second-floor of any nearby residence (located at least 300 feet from the project site) would be 0.16 percent of the applicable public limit. These results include several "worst-case" assumptions and are expected to overstate actual power density levels. The report concludes that the project ". . . will comply with the prevailing standards for limiting public exposure to radio frequency energy and, therefore, will not for this reason cause a significant impact on the environment. The highest calculated level in publically accessible areas is much less than the prevailing standards allow for exposures for unlimited duration."

The project site is located in an urban area. The surrounding uses include a cemetery, residences, public utilities and public institutional buildings and uses. The project would include a 50-foot tall antenna support structure and several equipment panels and cabinets located at the base of the antenna support structure. Approximately 10 trees ranging from 22 to 43 feet in height are growing within 30 feet of the project site. The project includes three additional trees next to the project site.

The antenna support structure would be designed to appear as a tree to blend with the existing and proposed trees. The equipment panels and cabinets would be screened from view by the existing and proposed trees as well as proposed climbing vines on a chain-link fence that would surround the lease area. Given the setting and all aspects of the project (e.g., height, design, landscaping), the project would be compatible with the surrounding area. Therefore, this finding can be made.

*2.1.6 The proposed project will comply with all applicable requirements of this Development Code and the Comprehensive Plan, including any applicable community or area plan.*

As discussed in Sections 6.2 and 6.3 of this staff report, and incorporated herein by reference, the proposed facility will comply with all applicable requirements of the Land Use and Development Code and the Comprehensive Plan, including the Goleta Community Plan. Therefore, this finding can be made.

**2.1.7 *Within Rural areas as designated on the Comprehensive Plan maps, the proposed use will be compatible with and subordinate to the rural and scenic character of the area.***

The project site is not located in a Rural Area. Therefore, this finding does not apply to the proposed facility.

**2.2 Commercial Telecommunications Facilities, Additional Findings (Section 35.44.010.G)**

**2.2.1 *The facility will be compatible with the existing and surrounding development in terms of land use and visual qualities.***

The proposed structures will be located on a 2.02-acre parcel that is within an urban area and developed for government institutional uses, including the County Coroner's Office and County Search and Rescue Team. The proposed facility would be incidental and subordinate to these uses. It would occupy 470-square feet in the southeast corner of the parcel that is now part of a parking lot.

The uses on adjacent parcels include a cemetery, residences, public utilities and public institutional buildings and uses. The project is a small, unmanned telecommunications facility. It would not result in noise, dust, traffic or other impacts that would adversely affect the surrounding uses.

The antenna support structure is designed to appear as a eucalyptus tree in order to blend with the existing and proposed trees. The equipment panels and cabinets at the base of the antenna structure would be screened from view by the existing and proposed trees as well as proposed star jasmine vines on a chain-link fence that would surround the lease area. Given the setting and all aspects of the project (e.g., site, design, landscaping), the project would be compatible with the surrounding development in terms of land use and visual qualities. In addition, the South Board of Architectural Review has supported the use of a faux eucalyptus tree and found that the project would be compatible with the visual qualities of the setting. Therefore, this finding can be made.

**2.2.2 *The facility is located to minimize its visibility from public view.***

In part, the applicant selected the project site because it would minimize the project's visibility from public view. The project site is partially to fully screened as seen from surrounding public viewing places. Topography fully screens the site as seen from Highway 101 and Calle Real to the north. Topography, trees and structures partially screen the site as seen from Hollister Avenue and S. San Antonio Road to the south, southwest and southeast. The views of the project site from these two streets are generally short and/or intermittent. In addition, the project site is located adjacent to several large trees. These trees serve two functions from a visual perspective. First, they will help screen the proposed facility as seen from Hollister Avenue and S. San Antonio Road. Second, the proposed antenna support structure will resemble a eucalyptus tree and these trees will help it blend with the setting. Therefore, this finding can be made.

**2.2.3 *The facility is designed to blend into the surrounding environment to the greatest extent feasible.***

The antenna support structure was designed to look like a eucalyptus tree based on recommendations from the South Board of Architectural Review (SBAR). Ten trees ranging from 22 to 43 feet in height are growing within 30 feet of the project site. The surrounding environment includes many other similar size trees. In addition, the applicant proposed to plant three additional trees next to the proposed facility. SBAR has reviewed and conceptually

as a tree, not a stark monopole antenna support structure, and would blend into the surrounding environment. Therefore, this finding can be made.

- 2.2.4 *The facility complies with all required development standards unless granted a specific exemption by the review authority as provided in Subsection D. (Additional development standards for telecommunication facilities) above.*

As discussed in Sections 6.2 and 6.3 of this staff report, and incorporated herein by reference, the proposed project will comply with all required development standards of the Land Use and Development Code and the Comprehensive Plan, including the Goleta Community Plan. Therefore, this finding can be made.

- 2.2.5 *The applicant has demonstrated that the facility shall be operated within the frequency range allowed by the Federal Communications Commission and complies with all other applicable safety standards.*

As discussed in Section 2.1.6 above, the applicant submitted a report that assesses the frequency range and projected radio frequency emissions of the proposed facility (Hammett & Edison, dated March 6, 2007 and June 4, 2010). In summary, the report states that the proposed facility would operate at levels that are far below the standards for maximum permissible exposure allowed by the Federal Communications Commission. Therefore, this finding can be made.

- 2.3 **Conditional Use Permits; Conditions, Restrictions, and Modifications (Subsection 35.82.060.I)**

- 2.3.1 *At the time the Conditional Use Permit is approved . . . the review authority may modify the applicable . . . setbacks . . . when the review authority finds that the modifications are justified and consistent with the Comprehensive Plan and the intent of other applicable regulations and guidelines . . .*

As discussed in Section 6.3.1 (Development Standard 1.a) of this staff report, and incorporated herein by reference, the two equipment panels and six equipment cabinets would not comply with the side and rear setbacks. However, a modification to the side and rear setbacks is justified under Subsection 35.82.060.I of the Land Use and Development Code. The side property-line adjoins a small and narrow parcel (0.28 acres, 41 feet x 298 feet, APN 061-040-027) that is part of the County Coroner's Office and owned by Santa Barbara County. This parcel includes a paved, gated access road and approximately 10 non-native, ornamental trees. There are no nearby resources, structures, development or uses that would be affected by the equipment panels and cabinets.

The rear property line adjoins the Goleta Cemetery. A fence and trees separate the project site from the cemetery. There are no resources, structures, development or uses that would be affected by the equipment panels and cabinets. Given these circumstances, a modification to the side and rear setbacks would be consistent with the Comprehensive Plan and Land Use and Development Code and would not adversely affect neighborhood character, natural resources, scenic resources or public health, safety or welfare.

## ATTACHMENT C: CONDITIONS OF APPROVAL

### Project Description

1. **Project Description:** This Minor Conditional Use Permit is based upon and limited to compliance with the project description, the hearing exhibits marked "Officially Accepted, County of Santa Barbara (July 7, 2010) County Planning Commission Attachment 1" and all conditions of approval set forth below, including mitigation measures and specified plans and agreements included by reference, as well as all applicable County rules and regulations. The project description is as follows:

T-Mobile has requested a Major Conditional Use Permit to construct and operate a new telecommunications facility. The project will include a 50-foot tall antenna support structure designed to resemble a eucalyptus tree. The antenna support structure will support 12 panel antennas and one global positioning system (GPS) antenna. The panel antennas will be mounted in three sectors with four antennas per sector. The maximum effective radiated power (ERP) in any direction will be 1,572 watts, representing the simultaneous operation of four channels at 363 watts each. The antennas will be operating in the Personal Communications Service (PCS) spectrum and will provide coverage for the surrounding area in the vicinity of Hollister Road, Patterson Avenue, Calle Real and Highway 101.

The proposed telecommunications facility will also include two equipment panels (approximately 4 and 8-feet in width, 2-feet in depth and 5-feet in height) and six equipment cabinets (approximately 4-feet in width, 3-feet in depth and 5-feet in height) mounted on a concrete pad located at the base of the antenna support structure.

The project will receive electric and telephone service from Southern California Edison and Verizon, respectively. These utilities will be underground and will extend from existing utilities located approximately 175 feet northwest of the project site. On-site batteries will provide electricity during power outages. The project does not include an on-site emergency generator. The facility would be unlit except for three 300-watt service lights for night maintenance or emergency service. The project does not include lighting on the antenna support structure or antennas. Access to the project site would be from San Antonio Road and an existing driveway.

Chain link fence six-feet in height would enclose the project site. New landscaping would include three lacebark trees (*Brachychiton discolor*) and star jasmine vines along the fencing. No existing trees would be removed. The project would require no grading other than a trench for underground utilities.

Except for underground utilities, the project would be located within a 470 square-foot lease area that is part of a 2.02-acre parcel occupied by the Santa Barbara County Coroner's Office and owned by Santa Barbara County. The 2.02-acre parcel is zoned Recreation (REC) and shown as Assessor's Parcel Number 061-040-015. A portion of the underground utilities would be located on a 0.29-acre adjoining parcel that is zoned Professional and Institutional (PI) and shown as Assessor's Parcel Number 061-040-027. Both parcels are located at 66 S. San Antonio Road in the Goleta Area, Second Supervisorial District.

Any deviations from the project description, exhibits or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

### Conditions by Issue Area

2. **Aest-04 BAR Required:** The Applicant shall obtain Board of Architectural Review (BAR) approval for project design (Case Number 09BAR-00000-00129). All project elements (e.g., design, scale, character, colors, materials and landscaping shall be compatible with vicinity development. **TIMING:** The Applicant shall submit architectural drawings of the project for review and shall obtain final BAR approval prior to issuance of a Zoning Clearance. **MONITORING:** The Applicant shall demonstrate to Permit Compliance staff that the project has been built consistent with approved BAR design and landscape plans prior to Final Building Inspection Clearance.

3. **CulRes-09 Stop Work at Encounter:** The Applicant and/or its agents, representatives or contractors shall stop or redirect work immediately in the event archaeological remains are encountered during grading, construction, landscaping or other construction-related activity. The Applicant shall retain a P&D approved archaeologist and Native American representative to evaluate the significance of the find in compliance with the provisions of Phase 2 investigations of the County Archaeological Guidelines and funded by the Applicant. **PLAN REQUIREMENTS:** This condition shall be printed on all building and grading plans. **MONITORING:** P&D staff shall check plans prior to issuance of a Zoning Clearance and Permit Compliance staff shall spot check in the field throughout grading and construction.
4. **Noise-02 Construction Hours:** The Applicant, all contractors and subcontractors shall limit construction activity, including equipment maintenance and site preparation, to the hours between 7:00 a.m. and 4:00 p.m., Monday through Friday. No construction shall occur on weekends or State holidays. Non-noise generating construction activities such as electrical and painting (depending on compressor noise levels) are not subject to these restrictions. **PLAN REQUIREMENTS:** The Applicant shall provide and post a sign stating these restrictions at the project site. **TIMING:** The sign shall be posted prior to commencement of construction and maintained throughout construction. **MONITORING:** The Applicant shall demonstrate that required signs are posted prior to grading/building permit issuance and pre-construction meeting. Permit Compliance staff shall spot check and respond to complaints.
5. **Noise-04 Equipment Shielding-Construction:** Emergency generators and stationary construction equipment that generates noise which exceeds 65 dBA at the project boundaries shall be shielded with appropriate acoustic shielding to P&D's satisfaction and shall be located at a minimum of 300 feet from occupied residences. **PLAN REQUIREMENTS:** The Applicant shall designate an equipment area with appropriate acoustic shielding on building and grading plans. **TIMING:** Acoustic shielding shall be used as necessary to comply with this condition throughout the life of the facility. **MONITORING:** Permit Compliance staff shall perform site inspections to ensure compliance.

#### Project Specific Conditions

6. **EM-01 Emergency Backup:** The project does not include a permanent on-site generator for emergency backup power during interruption of standard electrical service as provided by the local electric utility company to the subject parcel. An emergency generator may be brought to the project site during interruption of standard electrical service. The generator is for emergency backup electrical purposes only and shall only be continuously operated during an event of interruption of standard electrical service.
7. **Tel-01 Faux Eucalyptus Tree Design:** The Applicant shall adhere to the following design specifications for the faux eucalyptus tree antenna support structures and antennas: branch foliage must vary in density, spacing, size and angle to avoid rigid symmetry; overall tree shape shall integrate with the context of the site; colors of the faux foliage shall match and blend with the colors of the adjacent existing trees; colors of the faux trunk and branches shall be non-reflective and the exterior surface of the faux trunk shall emulate the texture of a real tree; all antennas (e.g., panels, microwave and GPS), mounting brackets, and coaxial cables shall be screened from public view by the faux foliage and painted to match; branch foliage shall continue down the faux trunk so as to fully conceal the trunk from prominent public vantage points and the overall design shall substantially conform to and implement the visual effect represented in the photo simulations accompanying the project application. **PLAN REQUIREMENTS:** The Applicant shall submit construction plans evidencing compliance with the faux eucalyptus tree specifications to the Board of Architectural Review and P&D staff for review and approval. **TIMING:** This condition shall be satisfied prior to issuance of a Zoning Clearance. **MONITORING:** Permit Compliance staff shall conduct a project compliance inspection prior to Final Building Inspection.
8. **Tel-02 Landscaping:** Landscaping shall be installed and maintained per the County approved landscaping plan. The project shall include trees and climbing vines. To the maximum extent feasible, the trees shall provide visual context with the proposed faux eucalyptus tree antenna support structure

and the climbing vines shall screen the support facilities at the base of the antenna support structure. As shown on the Applicant's Landscape Planting/Irrigation Plan/Detail Notes (Sheet L-1; Cornell Design Group, Inc.; dated March 12, 2010), the trees shall include at least three lacebark trees (*Brachychiton discolor*) and the climbing vines shall include star jasmine. The trees shall be at least 36-inch box size trees. The star jasmine shall be at least 5-gallon plants spaced 6-feet on center. At the discretion of P&D, a biologist/arborist may be employed to provide consultations and assist with field inspections as necessary to monitor establishment and success of such landscaping. Such biologist/arborist, if employed by the County, shall be retained at the sole expense of the Applicant. **PLAN REQUIREMENTS:** The Applicant shall submit a final landscape and irrigation plan to the Board of Architectural Review and P&D staff for review and approval prior to issuance of a Zoning Clearance. **TIMING:** All landscaping and irrigation shall be completed and installed prior to Final Building Inspection Clearance. **MONITORING:** Permit Compliance staff shall conduct a project compliance inspection prior to Final Building Inspection Clearance and shall periodically conduct field checks to monitor maintenance thereafter. If the Applicant fails to either install or maintain according to the approved plan, P&D may consider it a permit violation.

9. **Tel-03 Colors and Painting:** All exposed equipment and facilities (i.e., fence, antenna support structure, antennas, equipment panels, equipment cabinets) shall be finished in non-reflective materials (including painted surfaces). All exposed support equipment and facilities (i.e., fence, equipment panels, equipment cabinets) shall be painted a natural earth-tone color that blends with the surrounding vegetation and setting. The antenna support structure and antennas shall be a color(s) appropriate for a faux eucalyptus tree. **PLAN REQUIREMENTS:** Color and material specifications and samples shall be submitted to the Board of Architectural Review and P&D staff for review and approval. **TIMING:** This condition shall be satisfied prior to issuance of a Zoning Clearance. **MONITORING:** Permit Compliance staff shall conduct a project compliance inspection prior to Final Building Inspection Clearance.
10. **Tel-03 Colors and Painting:** Structures, poles, towers, antenna supports, antennas, and other components of each telecommunication site shall be initially painted and repainted as necessary with a non-reflective paint. The lessee shall not oppose the repainting of their equipment in the future by another lessee if an alternate color is deemed more appropriate by a review authority in approving a subsequent permit for development. **PLAN REQUIREMENTS:** This condition shall be printed on all building and grading plans. **MONITORING:** Permit Compliance staff shall periodically inspect the condition of all components of the telecommunications facility.
11. **Tel-05 Exterior Lighting:** The antenna support structure shall not be lighted. The leased premises shall likewise be unlit except for three manually operated 150-watt service lights for lighting the equipment panels and equipment cabinets at the base of the antenna support structure. The light fixtures shall not exceed 6½ feet in height as measured from the finish elevation of the building pad to the top of the light fixtures, and shall be fully shielded and fully hooded 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 print these lighting limitations on the construction plans. Plans for the three service lights shall be submitted to the Board of Architectural Review and P&D staff for review and approval. **TIMING:** This condition shall be satisfied prior to issuance of a Zoning Clearance. **MONITORING:** P&D Permit Compliance staff shall conduct a project compliance inspection prior to Final Building Inspection Clearance and respond to any complaints.
12. **Tel-06 Underground Utilities:** All utilities necessary for facility operation, including coaxial cable, shall be placed underground. Conduit shall be sized so as provide additional capacity to accommodate utilities for other telecommunication carriers should collocation be pursued in the future. **PLAN REQUIREMENTS:** The Applicant shall print these provisions for utility undergrounding on all building and grading plans. **TIMING:** This condition shall be satisfied prior to issuance of a Zoning Clearance. **MONITORING:** P&D staff shall check plans prior to issuance of a Zoning Clearance and Permit Compliance staff will conduct a project compliance inspection prior to Final Building Inspection Clearance.



13. **Tel-07 Vegetation Protection:** The existing trees surrounding the project site shall be preserved and protected to the maximum extent feasible throughout grading and construction activities. Underground utilities serving the facility shall be routed to avoid damage to tree root systems and any trenching required within the critical root zone of any tree shall be done by hand. Critical root zone is defined as the canopy drip line plus 5 feet. Fencing and/or protective barriers shall be installed around the existing trees. Any trees that are significantly damaged or subsequently die as a result of construction activities shall be replaced with those of a comparable size, species and density as approved by P&D staff. **PLAN REQUIREMENTS:** The Applicant shall print these requirements for tree protection on the construction plans. **TIMING:** Fencing and/or protective barriers shall be installed prior to the pre-construction meeting, and shall be in place during all ground disturbance and construction activities. **MONITORING:** Permit Compliance staff shall confirm fencing installation at the pre-construction meeting.
14. **Tel-08 FCC Compliance:** The facility shall be operated in strict conformance with: (i) all rules, regulations, standards and guidance published by the Federal Communications Commission (FCC), including but not limited to, safety signage, Maximum Permissible Exposure Limits (MPE) and any other similar requirements to ensure public protection or (ii) all other legally binding, more restrictive standards subsequently adopted by federal agencies having jurisdiction. Compliance shall be governed by the following:
  1. **Equipment Addition or Replacement.** Prior to the addition/replacement of equipment that has the potential to increase RF emissions at any public location beyond that estimated in the initial application and is within the scope of the project description, the Applicant shall submit a report providing the predicted maximum effective radiated power including the new equipment as well as the maximum cumulative potential public RF exposure expressed as a percentage of the public MPE limit attributable to the site as a whole. Once the new equipment has been installed, the Applicant shall perform Initial Verification as stated in "i" above. **PLAN REQUIREMENTS:** All building plans shall include provisions for MPE compliance. **TIMING:** Verification of compliance with MPE standards shall occur prior to the addition or replacement of equipment that has the potential to increase RF emissions. **MONITORING:** P&D staff shall review all RF field testing reports and estimated maximum cumulative RF exposure reports providing predicted compliance with MPE standards.
15. **Tel-09 Project Review:** Five years after issuance of a Zoning Clearance for the project and no more frequently than every five years thereafter, the Director of P&D may undertake inspection of the project and require the Applicant to modify its facilities subject to the following parameters:
  1. **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 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.
  2. **Modification Limits.** The Director'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. The decision of the Director as to modifications required herein shall be deemed final unless appealed in compliance with the provisions of the County Code. **PLAN REQUIREMENTS:** The Applicant shall print these provisions for emissions compliance on all building plans. **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:** Permit Compliance staff shall conduct periodic inspections and ascertain whether more effective mitigation is available with regard to design and technology. In the event of violation, the permit shall be referred to Zoning Enforcement for abatement.

16. **Tel-10 Collocation:** The Applicant shall avail its facility and site 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 site 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 facility and site conforms to County policies.
17. **Tel-11 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 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 immediately notify the County and provide accurate contact and billing information to the County for remaining compliance work for the life of the facility. **PLAN REQUIREMENTS:** The Applicant shall notify the County of changes in ownership to any or all of the telecommunications facility. **TIMING:** 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.
18. **Tel-12 Site Identification:** The Applicant shall clearly identify each piece of equipment installed at a site with the Applicant's name and site number to distinguish from other telecommunication carriers' equipment, including but not limited to: antennas, microwave dishes, equipment shelters, support poles, and cabinetry. The Applicant shall be responsible for clearly marking with permanent paint, tags, or other suitable identification all facility equipment belonging to the Applicant as stated on the site plans. **TIMING:** This condition shall be satisfied prior to Final Building Inspection Clearance. **MONITORING:** Permit Compliance staff shall conduct compliance inspections as needed to ensure compliance with this condition.
19. **Tel-13 Facility Maintenance:** The facility shall be maintained in a state of good condition at all times. This includes, but is not limited to, painting; landscaping; site identification; equipment repair; and keeping the facility clear of debris, trash, and graffiti.
20. **Tel-15 Agreement to Comply:** The Applicant and Owner shall sign and record an agreement to comply with the project description and all conditions of approval on a form acceptable to P&D. Such form may be obtained from the P&D office prior to issuance of a Zoning Clearance. The Applicant shall provide evidence that he/she has recorded the Agreement to Comply with Conditions.
21. **Tel-16 Abandonment-Revocation:** The Applicant shall remove all support structures, antennas, equipment and associated improvements and restore the site to its natural pre-construction state within one year of discontinuing use of the facility or upon permit revocation. Should the Applicant require more than one year to complete removal and restoration activities, the Applicant shall apply for a one-time time extension. In the event the Applicant requests that the facility or structures remain, the Applicant must apply for necessary permits for those structures within one year of discontinued use. Compliance shall be governed by the following provisions:
  1. Prior to issuance of a Zoning Clearance, the Applicant shall post a performance security. The security shall equal 10 percent of the installation value of the facility as determined at the time of granting the Building Permit. The performance security shall be retained until this condition is fully satisfied.

2. Prior to demolition of the facility, the Applicant shall submit a restoration plan of proposed abandonment to be reviewed and approved by a County approved biologist.
3. If use of the facility is discontinued for a period of more than one year and the facility is not removed the County may remove the facility at the Applicant's expense.


### County Rules and Regulations

22. **Rules-01 Effective Date-Not Appealable to CCC:** This Conditional Use Permit Minor shall become effective upon the date of the expiration of the applicable appeal period provided an appeal has not been filed. If an appeal has been filed, the planning permit shall not be deemed effective until final action by the final review authority on the appeal. No entitlement for the use or development shall be granted before the effective date of the planning permit. [LUDC §35.82.020]
23. **Rules-03 Additional Permits Required:** The use and/or construction of any structures or improvements authorized by this approval shall not commence until the all necessary planning and building permits are obtained, including a Zoning Clearance. Before any Permit will be issued by P&D, the Applicant must obtain written clearance from all departments having conditions; such clearance shall indicate that the Applicant has satisfied all pre-construction conditions. A form for such clearance is available from P&D.
24. **Rules-05 Acceptance of Conditions:** The Applicant's acceptance of this permit and/or commencement of use, construction and/or operations under this permit shall be deemed acceptance of all conditions of this permit by the Applicant.
25. **Rules-08 Sale of Site:** The project site and any portions thereof shall be sold, leased or financed in compliance with the exhibit(s), project description and the conditions of approval including all related covenants and agreements.
26. **Rules-12 CUP Expiration:** The Applicant shall obtain the required Zoning Clearance within 18 months from the effective date of this Conditional Use Permit. If the required Zoning Clearance is not issued within the 18 months from the effective date of this Conditional Use Permit, or within such extended period of time as may be authorized in compliance with Section 35.84.030.D.2 of the Land Use and Development Code, and an application for an extension has not been submitted to P&D, then the Conditional Use Permit shall be considered void and of no further effect.
27. **Rules-17 CUP – Void:** This Conditional Use Permit shall become void and be automatically revoked if the development and/or authorized use allowed by this Conditional Use Permit is discontinued for a period of more than 12 months, or within such extended period of time as may be authorized in compliance with Section 35.84.030.D.2 of the Land Use and Development Code. Any use authorized by this Conditional Use Permit shall immediately cease upon expiration or revocation of this Conditional Use Permit. Any Zoning Clearance approved or issued pursuant to this Conditional Use Permit shall expire upon expiration or revocation of the Conditional Use Permit. Conditional Use Permit renewals must be applied for prior to expiration of the Conditional Use Permit. [LUDC §35.82.060 and §35.84.060]
28. **Rules-18 CUP and DVP Revisions:** The approval by the Planning Commission of a revised Conditional Use Permit shall automatically supersede any previously approved Conditional Use Permit upon the effective date of the revised permit.
29. **Rules-20 Revisions to Related Plans:** The Applicant shall request a revision for any proposed changes to the approved permit, landscape plan, tree protection plan or other aspects of the project. Substantial conformity shall be determined by the Director of P&D.

30. **Rules-21 CUP Revisions – Change of Use:** Any change of use in the proposed structure shall be subject to appropriate environmental analysis and review by P&D, including the Building and Safety Division.
31. **Rules-22 Leased Facilities:** The Operator and Owner are responsible for complying with all conditions of approval contained in this Conditional Use Permit. Any zoning violations concerning the installation, operation, and/or abandonment of the facility are the responsibility of the Owner and the Operator.
32. **Rules-23 Processing Fees Required:** Prior to issuance of a Zoning Clearance, the Applicant shall pay all applicable P&D permit processing fees in full as required by County ordinances and resolutions.
33. **Rules-26 Performance Security Required:** The Applicant shall post separate performance securities, the amounts and form of which shall be approved by P&D, to cover the full cost of installation and maintenance of landscape and irrigation of landscaping. The installation security shall be equal to the value of (a) all materials listed or noted on the approved landscaping plan, and (b) labor to successfully install the materials. The maintenance security shall be equal to the value of maintenance and/or replacement of the items listed or noted on the approved landscaping plan for three years of maintenance of the trees and climbing vines. The installation security shall be released when P&D determines that the Applicant has satisfactorily installed of the approved landscaping and irrigation system. The maintenance security shall be released after the specified maintenance time period and when the approved landscaping and irrigation system have been satisfactorily maintained. If they have not been maintained, P&D may retain the maintenance security until satisfied. If at any time the Applicant fails to install or maintain the approved landscaping and irrigation system, P&D may use the security to complete the work.
34. **Rules-30 Plans Requirements:** The Applicant shall ensure all applicable final conditions of approval are printed in their entirety on applicable pages of grading/construction or building plans submitted to P&D or the Building and Safety Division. These shall be graphically illustrated where feasible.
35. **Rules-31 Mitigation Monitoring Required:** The Applicant shall ensure that the project complies with all approved plans and all project conditions including those which must be monitored after the project is built and occupied. To accomplish this, the Applicant shall:
  1. Contact P&D Permit Compliance 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.
  2. Pay a deposit fee of \$1,500.00 prior to issuance of a Zoning Clearance as authorized by ordinance and fee schedules to cover full costs of monitoring as described above, including costs for P&D to hire and manage outside consultants when deemed necessary by P&D 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. In such cases, the Applicant shall comply with P&D recommendations to bring the project into compliance. The decision of the Director of P&D shall be final in the event of a dispute.
  3. Note the following on each page of grading and building plans "This project is subject to Permit Compliance Monitoring and Reporting. All aspects of project construction shall adhere to the approved plans, notes and conditions of approval."
  4. Contact P&D compliance staff at least two weeks prior to commencement of construction activities to schedule an on-site pre-construction meeting to be led by P&D Compliance Monitoring staff and attended by all parties deemed necessary by P&D, including the permit issuing planner, grading and/or building inspectors, other agency staff, and key construction personnel: contractors, sub-contractors and contracted monitors among others.

36. **Rules-32 Contractor and Subcontractor Notification:** The Applicant shall ensure that potential contractors are aware of County requirements. The Applicant shall notify all contractors and subcontractors in writing of the site rules, restrictions, and conditions of approval and submit a copy of the notice to Permit Compliance staff.
37. **Rules-33 Indemnity and Separation:** The Applicant shall defend, indemnify and hold harmless the County or its agents or 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 of this project. 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 further force or effect.
38. **Rules-34 Legal Challenge:** In the event that any condition imposing a fee, exaction, dedication or other 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 in 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 review authority and no approval shall be issued unless substitute feasible conditions/measures are imposed.
39. **Rules-37 Time Extensions – All Projects:** The Applicant may request a time extension prior to the expiration of the permit or entitlement for development. The review authority with jurisdiction over the project may, upon good cause shown, grant a time extension in compliance with County rules and regulations, which include reflecting changed circumstances and ensuring compliance with CEQA. If the Applicant requests a time extension for this permit, the permit may be revised to include updated language to standard conditions and/or mitigation measures and additional conditions and/or mitigation measures which reflect changed circumstances or additional identified project impacts.

T-Mobile Telecommunications Facility at Santa Barbara County Coroner's Office  
 Case Number: 10CUP-000000-00007  
 Hearing Date: July 7, 2010

 <b>EDG</b> ENVIRONMENTAL DESIGN GROUP 1400 S. Santa Barbara St. Santa Barbara, CA 93102 (805) 964-1100	<b>COMPLIANT CONTRACTOR</b> SureSite Consulting Group, LLC 3659 Green Road, Suite 317 Cleveland, Ohio 44132	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11/13/10</td> <td>REV 001</td> <td>PC</td> <td></td> </tr> <tr> <td>2</td> <td>12/17/10</td> <td>REV 002</td> <td>PC</td> <td></td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY	DATE	1	11/13/10	REV 001	PC		2	12/17/10	REV 002	PC		<b>SANTA BARBARA CORONER</b> <b>SV00629B</b> 100 S. SAN ANTONIO ST. SANTA BARBARA, CA 93101		<b>ENLARGED SITE PLAN</b> SHEET NUMBER: <b>A-2</b>
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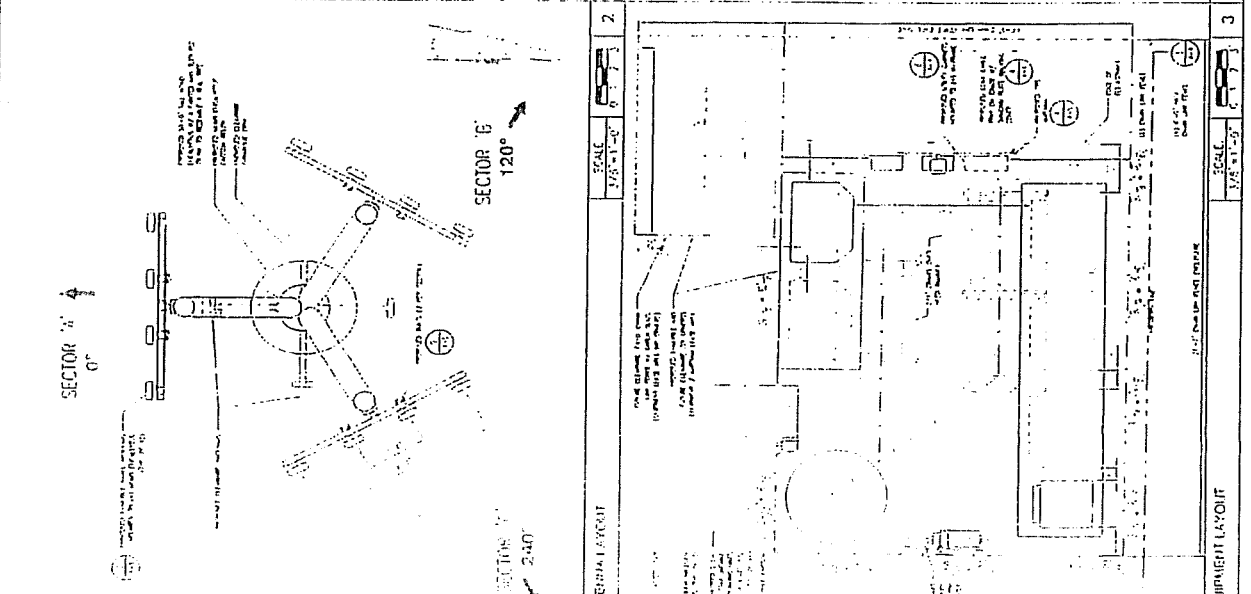
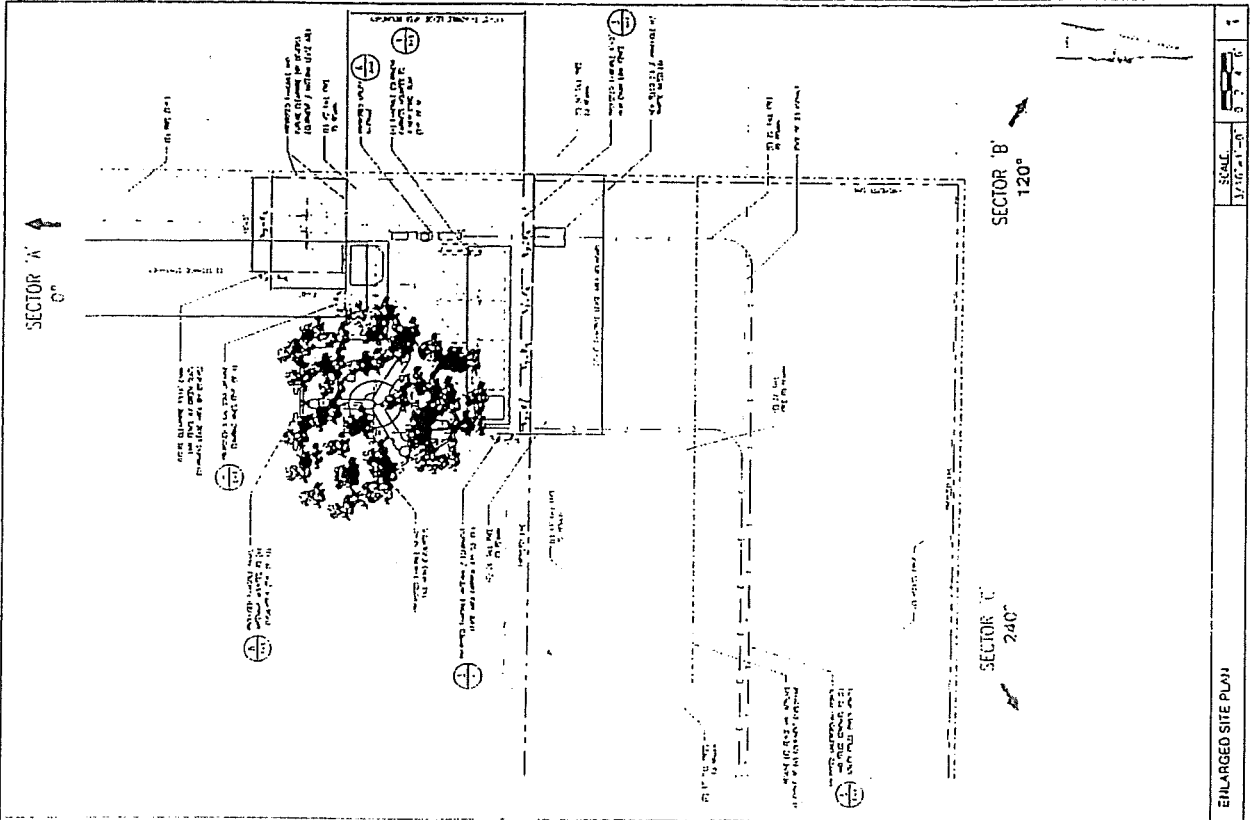


EXHIBIT F  
Building Permits

This page will be replaced when final Building Permits are approved.

**EXHIBIT G**

Construction Schedule





