



## CITY COUNCIL STAFF REPORT

DATE: July 2, 2014

Consent

SUBJECT: APPROVAL OF A GROUND LEASE AGREEMENT WITH SPRINT PCS ASSETS, LLC FOR NON-EXCLUSIVE USE OF GROUND SPACE WITH AN EXISTING WIRELESS COMMUNICATIONS TOWER AT 401 ½ SOUTH PAVILION WAY

FROM: David H. Ready, City Manager

BY: Community and Economic Development Department

---

### SUMMARY

This action is to approve an agreement for a ground lease with Sprint PCS Assets, LLC for non-exclusive use of ground space with an existing wireless communication tower at 401 ½ South Pavilion Way for a period of ten years (initial term of 5-years and one five-year extension option).

### RECOMMENDATION:

1. Approve Agreement No. \_\_\_\_\_ Wireless Communications Facilities Site Lease by and between Sprint PCS Assets, LLC, and the City of Palm Springs for ground space with an existing wireless tower at 401 ½ South Pavilion Way, for ten (10) years (an initial term of five (5) years and an one option to extend the agreement by five (5) additional years).
2. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

This Lease is for ground space with an existing wireless tower at 401 ½ Pavilion Way near the Palm Springs Stadium. The tower and equipment were initially installed in 1998 by Cox PCS Assets. The City entered into a ground lease on November 1, 1998 for a period of 5 years with two 5-year extension options. The Agreement expired on October 31, 2013 and Lessee is currently on a month-to-month holdover lease. This action is for approval of a new lease agreement with the current Lessee, Sprint PCS for a period of 5 years with one 5-year extension option.

The City currently holds several ground leases with tower management companies or wireless communication carriers for wireless towers that were initiated in the 1990s. In

ITEM NO. 211

these earlier agreements, the initial monthly rental amount ranges from between \$600 to \$850 per month and the average length of the lease term ranges from between 15 and 30 years.

In 2009 and again in 2013, staff conducted a survey of other cities within the Coachella Valley to compare the rates being charged for wireless tower ground leases on City property. The rates charged by other valley cities range from \$1,500 to \$3,000 per month. Because of the long terms of many of these early ground leases, the only opportunity for increasing the rates has been the Consumer Price Index adjustment at the annual anniversary date which really has not been reflective of growth of the wireless communications market over the last 15 years. As a result, the leases became undervalued over the long term of these leases as the general market growth has occurred at a much slower pace than the wireless communications market.

Therefore, as these ground leases approach their expiration dates, the new agreements are being negotiated to account for the unique nature of the wireless tower market. The new agreement structure requires larger rents, shorter terms and provisions for re-evaluation of the market value if the term of the agreement exceeds 10 years. In addition, the new lease form includes provisions for fees to be collected by the City for co-location of wireless carriers and for City review, consent for tower modifications and assignment of the lease.


A side-by-side comparison of the key terms of the existing ground lease agreement and the proposed new agreement follows:


	<u>Original Lease Terms</u>	<u>Proposed Lease Terms</u>
Lessee	Cox PCS	Sprint PCS
Agreement No.	A4041	TBD
Term	5 years with two 5-year extension options	5 years with one 5-year extension option
Expiration Date of Lease	October 31, 2013	10 years from date of execution
Initial Rent	\$650/month	\$2,950/month
Current Rent	\$952.24/month	\$2,950/month (upon execution of agreement)
Rent to City for additional wireless carriers on tower	\$0	\$1,000/month
Fees to City for assignment, review, consent and/or other requests	\$0	\$500 or by amount as set by City Council resolution

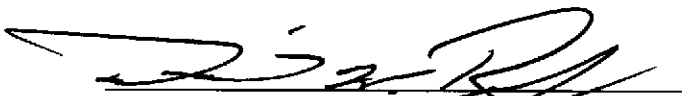
	<u>Original Lease Terms</u>	<u>Proposed Lease Terms</u>
Annual Adjustments to rent	Consumer Price Index	Consumer Price Index
Renewal/Holdover upon Expiration	100% of rent at expiration	125% of rent at expiration

FISCAL IMPACT:

The Lease Agreement would provide the City revenue of \$2,950 per month.

  
\_\_\_\_\_  
John S. Raymond, Director of  
Community and Economic Development

  
\_\_\_\_\_  
Diana R. Shay, Redevelopment  
Coordinator

  
\_\_\_\_\_  
David H. Ready, City Manager

Attachments:

1. Wireless Communications Facilities Site Lease Agreement

**CITY OF PALM SPRINGS**

**WIRELESS COMMUNICATIONS FACILITIES SITE LEASE**

This Communications Site Facilities Lease (the "Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF PALM SPRINGS (herein "LESSOR" or "City"), and Sprint PCS Assets, L.L.C. (herein "LESSEE"). LESSOR and LESSEE are at times hereinafter collectively referred to as "Parties" or individually as the "Party".

**RECITALS**

WHEREAS, LESSOR is the fee title owner of property located at 401 S Pavilion Way, in the City of Palm Springs, California (the "Property") described more particularly in Exhibit A attached hereto, which description is fully incorporated herein by this reference; and

WHEREAS, LESSEE desires to lease space on the Property from said LESSOR on the terms and conditions herein in order to install and operate a digital mobile radio telecommunications site consisting of Site Number RV03XC073, as more fully described hereinbelow and Exhibit C (the "Facilities").

**LEASE**

**NOW, THEREFORE,** in consideration of the foregoing recitals and the mutual covenants, conditions, and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Lease do hereby agree as follows:

1. **LEASED PREMISES:**

1.1 **DEMISE:** LESSOR leases to LESSEE a portion of the Property as more particularly described in Exhibit B (the "Premises"), attached hereto and incorporated herein by this reference.

1.2 **LESSEE ACCESS:** LESSOR shall provide LESSEE, LESSEE's employees, agents, and subcontractors access to the Premises after LESSEE provides LESSOR with 24 hours notice. Provided, however, that in the event of an "emergency or special circumstance", which would leave the Facilities inoperable during normal non-business hours, LESSEE may access the Property to make necessary repairs and shall provide notice to LESSOR as soon as reasonably practicable. For purposes of this Lease, the phrase "emergency or special circumstance" shall be interpreted to mean automobile accidents and natural disasters, including, but not limited to flooding, wind, and earthquakes.

2. **USE OF LEASED PREMISES:** To the extent provided in this Lease, LESSEE may use the Premises to facilitate provision of wireless communication services, including the transmission and the reception of communication signals of various frequencies. Subject to the terms and conditions of this Lease, LESSEE may install, construct, maintain, repair, replace and operate on the Premises the communications and other facilities depicted and/or described in general in

Exhibit C, attached hereto and incorporated herein by reference, as approved by LESSOR in writing prior to taking such actions. To the extent reasonable, LESSOR shall cooperate with LESSEE in applying for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for LESSEE's use of the Premises.

3. LEASE TERM:

3.1 INITIAL TERM: The initial term of this Lease shall commence on the date LESSEE obtains all permits necessary allowing LESSEE the right to construct the Facilities (the "Commencement Date") and shall continue for five (5) years from that date (the "Initial Term") unless terminated earlier pursuant to Section 8 hereinbelow.

3.2 RENEWAL TERM: LESSOR grants LESSEE an option to renew this Lease for an additional five (5) years ("Renewal Term"). This Lease shall automatically renew for the Renewal Term unless LESSEE provides LESSOR notice of its intention not to renew not less than thirty (30) days prior to the expiration of the Initial Term. The Initial Term and the Renewal Term shall be collectively referred to herein as the "Term."

4. PAYMENT OF RENT: At the Commencement Date, LESSEE agrees to pay to LESSOR, the amounts set forth in this section, each month in advance, on the first of each month, as rental for the Premises for the Term of the Lease, payable to the City of Palm Springs, 3200 East Tahquitz Canyon Way, Palm Springs, California 92262, Attn: Accounts Receivable, Finance Department. In addition, LESSEE agrees to do and perform all other covenants and agreements contained in this Lease.

4.1 BASE RENTAL PAYMENT: The Base Rental Payment under this Lease shall be determined based upon the number of wireless communications carriers operating equipment on the Facilities. LESSEE shall pay LESSOR \$2950.00 per month for each month in which there is one carrier or no carriers operating wireless communication equipment on the Facilities ("Facility Component"). In addition, LESSEE shall pay LESSOR an additional \$1,000.00 per month for each carrier operating wireless communication equipment on the Facilities beyond the first carrier ("Additional Carrier Component"). The sum of the Facility Component and the Additional Carrier Component shall be referred to as the "Base Rental" herein. If the Commencement Date is a date other than the first day of the month, the Base Rental for the first calendar month shall be paid on the Commencement Date and prorated on the basis of the number of actual days in such partial month.

4.2 COST OF LIVING ADJUSTMENT: The Base Rental shall be automatically adjusted on each anniversary of the Commencement Date in i) an amount equal to the increase in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984 = 100) [the "CPI"] for "All Items - All Urban Consumers", for the Los Angeles-Anaheim-Riverside Metropolitan Statistical Area, during the preceding twelve (12) month period; or ii) three percent (3%), whichever is greater. The base month for increases under

this section shall be the most recently measured twelve (12) month period prior to the commencement of each annual anniversary of the Commencement Date.

4.3 LATE CHARGE: LESSEE acknowledges that late payment by LESSEE to LESSOR of Base Rental will cause LESSOR to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of Base Rental due from LESSEE is not received by LESSOR within ten (10) days of becoming due, LESSEE shall pay to LESSOR an additional sum of three percent (3%) per month of the overdue Base Rental as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that LESSOR will incur by reason of such late payment by LESSEE. Acceptance of any late charge shall not prevent LESSOR from exercising any of the other rights and remedies available to LESSOR.

4.4 ADDITIONAL CONSIDERATION: As consideration to the LESSOR for entering into this Lease, in addition to the rental payments specified above, within sixty (60) days of the Commencement Date of this Lease, LESSEE shall pay to the LESSOR the one-time sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500), which shall be deemed the cost to LESSOR of the legal fees and administration required to consider, negotiate, and enter into this Lease. Such payment shall not be refunded or reimbursed to LESSEE for any reason, regardless of whether LESSEE terminates the Lease pursuant to its provisions or proceeds with construction of the Facilities.

5. PROPERTY TAXES: LESSEE recognizes and understands that this Lease may create a possessory interest subject to property taxation pursuant to Revenue and Taxation Code section 107.7 and that LESSEE may be subject to the payment of property taxes levied on such interest. LESSEE shall timely pay all property taxes and assessments directly attributable to LESSEE's possessory interest. In no event shall LESSOR be liable for any taxes owed as a result of this Lease. If LESSEE fails to make property taxes and assessments when due, LESSOR may, but shall not be obligated to, pay such amounts, and LESSEE shall reimburse LESSOR all such amounts plus LESSOR's administrative costs of such payments and collection costs if any.

6. LESSOR INSPECTION AND ENTRY; ACCESS FOR INSPECTIONS:

6.1 LESSOR and/or its authorized representatives shall have the right to enter the Premises upon reasonable prior notice to LESSEE (which shall not be less than twenty-four (24) hours unless the LESSOR determines that exigent circumstances warrant a shorter period of time, so long as such entrance does not unreasonably interfere with LESSEE's use of the Premises):

A. To determine whether the Premises are in good condition and whether LESSEE is complying with its obligations under this Lease.

- B. To do any necessary maintenance and to make any restoration to the Premises that LESSOR has the right or obligation to perform.
  - C. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease.
  - D. To run electric or telephone conductors, pipes, conduits, or ductwork where necessary or desirable over, under, or through the Premises in a manner which will not unreasonably interfere with LESSEE's use of the Premises.
- 6.2 LESSOR shall not be liable in any manner for any inconvenience, disturbance, loss of business, or nuisance arising out of LESSOR's entry on the Premises as provided in this section, except for damage resulting from the acts or omissions of LESSOR or its authorized representatives. LESSEE shall not be entitled to an abatement or reduction of rent if LESSOR exercises any rights reserved in this section.

7. CONSTRUCTION AND MAINTENANCE OF FACILITIES AND PREMISES:

- 7.1 LESSEE'S CONSTRUCTION: LESSEE shall have the right to install, construct, maintain, repair, replace, and operate the Facilities on the Premises that are depicted in Exhibit C. The Parties intend that the antennas and appurtenances related thereto which are a part of the Facilities shall be constructed and maintained (1) on a light pole located on the Property; (2) in such manner as to make the cabinetry blend into the surroundings; and (3) in such a manner that the Facilities will not interfere with the LESSOR's use of the Property for parks and recreation purposes. Therefore, construction by LESSEE of any improvement, structure or work on the Premises shall be permitted only upon the express written consent of the LESSOR, which LESSOR may either grant or withhold in its reasonable discretion.
- 7.2 CONSTRUCTION OF IMPROVEMENTS: All improvements to the Premises shall be made in a good and workmanlike manner, at LESSEE's expense, in accordance with the requirements of all laws, ordinances, and regulations applicable thereto, including zoning requirements and building code requirements of the City of Palm Springs, and any municipal or other governmental agency having jurisdiction over the Premises and Facilities at the time the improvements are constructed. LESSOR agrees to cooperate with LESSEE in connection with applying for any municipal permits for the construction of the aforementioned improvements. It is understood and agreed that such cooperation shall not be implied to include any expenditures of funds on the part of LESSOR or any implied promise or warranty that such permits, discretionary, or otherwise, will be issued to LESSEE. LESSEE shall provide reasonable notice to the LESSOR prior to entering the Premises for purposes of constructing the Facilities, and shall coordinate the scheduling and logistics of same with the LESSOR to avoid any interference with the LESSOR's operations. Once construction commences, any and all improvements made by LESSEE with respect to the installation of the Facilities shall be diligently pursued to completion.

- 7.3 MECHANIC'S LIENS: LESSEE shall not allow or permit to be enforced against the Premises, or any part thereof, and shall defend, indemnify, and hold LESSOR harmless from any mechanic's, material suppliers', contractors', tax, or subcontractors' liens arising from any claim, for damage, or growing out of the work of any construction, repair, restoration, replacement, or improvement made by or alleged to have been made by or on behalf of LESSEE. LESSEE shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Premises. If LESSEE shall in good faith contest the validity of any such claim, lien, or demand, then LESSEE shall, at its expense, defend itself and LESSOR against same and shall pay and satisfy any settlement or adverse judgment that may be entered thereupon prior to the execution thereof. In the event of any such contest, LESSEE shall provide LESSOR with a security bond in a form and amount LESSOR deems sufficient to allow the lien of record to be discharged as a matter of law.
- 7.4 CARE DURING CONSTRUCTION: LESSEE shall exercise great care during construction. All applicable City standards and specifications shall be followed. LESSOR's Public Works Director shall approve all work in writing prior to commencement.
- 7.5 LESSEE MAINTENANCE OF FACILITIES AND PREMISES: LESSEE's maintenance of the Facilities and Premises shall include, but is not limited to:
- A. Maintenance of all landscaping installed by LESSEE, if any;
  - B. Repairs and/or replacements to LESSEE's Facilities caused by acts of third parties, including theft, graffiti, and intentional acts;
  - C. Maintaining, in good, clean, safe, and sanitary condition and repair, all of LESSEE's personal property. All Facilities on the Property must be maintained in a first-class condition without rust, paint, or surface deterioration. All maintenance must conform to the standards utilized by LESSOR; and
  - D. All work necessary to comply with Federal, State, County, municipal, and other governmental agencies and bodies having jurisdiction.
- 7.6 RELOCATION: In the event relocation is necessary due to public improvements, LESSEE will pay for relocation, provided that LESSOR provides a suitable alternate location for the Facilities at the Property. LESSEE shall relocate the Facilities within six (6) months of LESSOR's notice thereof.
- 7.7 ABANDONMENT: If use of the Facilities is abandoned for at least two (2) months, LESSEE or its designee shall be responsible for removing the Facilities and returning the Premises to their original condition as approved by LESSOR. LESSOR shall provide notice to LESSEE of said abandonment. In the event



LESSEE fails to comply with this provision in regard to the removal of the Facilities and restoration of the Premises within ten (10) days of said notice, LESSOR shall have the right to remove the Facilities and LESSEE relinquishes any and all rights thereto, said Facilities shall become the property of LESSOR by virtue of LESSEE's abandonment hereunder.

8. TERMINATION:

8.1 LESSOR'S RIGHT TO TERMINATE:

A. LESSOR may pursue any remedies available to it under applicable law, including, but not limited to, the right to terminate this Lease, upon the earliest of any of the following events:

1. LESSEE's failure to pay rent within fifteen (15) days of the date such payment is due;
2. LESSEE's failure to comply with any term, covenant, or condition of this Lease after LESSEE has been given written notice of the violation and has had thirty (30) days to cure same or, if such default is not curable within such thirty (30) day period, has not proceeded to commence such cure within such thirty (30) day period and diligently proceeds to completion;
3. Interference by the Facilities with other electrical or radio frequency equipment installed on or around the Property, which interference is not cured by LESSEE within ten (10) days following written notice thereof; or
4. Interference with LESSOR's operations, or use of the Property by LESSOR or third parties after LESSEE has been given written notice of the violation and has had thirty (30) days to cure same or, if such default is not curable within such thirty (30) day period, has not proceeded to commence such cure within such thirty (30) day period and diligently proceeds to completion.

B. Additionally, upon a finding by LESSOR's City Council that the Premises are needed for other public purposes, LESSOR shall have the right, after the expiration of the Initial Term, to terminate this Lease without liability upon one (1) year's written notice of termination to LESSEE.

8.2 LESSEE'S RIGHT TO TERMINATE: LESSEE may terminate this Lease due to LESSOR's failure of proper ownership or authority, or in the event of LESSOR's default hereunder.

8.3 RETURN OF PREMISES UPON TERMINATION: Except as otherwise provided herein, LESSEE shall at its sole expense remove all of LESSEE's Facilities within

sixty (60) days following expiration or termination of this Lease. Upon the expiration or termination of this Lease, LESSEE shall surrender the Premises to LESSOR in a condition at least as good as existed on the date LESSEE executes this Lease, less ordinary and reasonable wear and tear. The Parties intend that LESSEE shall not remove or destroy any improvements to the Premises that, subsequent to surrender of the Premises by LESSEE, will benefit or be of use to LESSOR. Therefore, upon expiration or termination of this Lease, LESSOR may request that LESSEE not remove or destroy all or any portion of the LESSEE's Facilities, and, except for any electrical (other than lighting), mechanical, computer, or similar equipment (including antennas), LESSEE shall not remove the portion of the LESSEE's Facilities that is the subject of LESSOR's request. LESSEE shall thereafter execute any and all documents as are reasonably required to evidence that title to such improvements have been transferred to LESSOR, in their "as-is" condition.

9. INTERFERENCE:

9.1 LESSEE'S OBLIGATIONS: Prior to occupancy of the Premises and operation of the Facilities by LESSEE or its agents, assigns or LESSEE's employees, LESSEE agrees to:

- A. Submit to LESSOR, within forty-five (45) days prior to operation, proposed plans for antenna type and size, along with operating frequencies, effective radiated power, and other necessary on-air technical data at LESSOR's discretion for LESSOR's review and approval. If LESSOR does not respond in writing to LESSEE within ten (10) days following LESSEE'S request for approval, such request will be deemed to have been approved by LESSOR.
- B. Install or cause to be installed, all equipment according to generally accepted standard engineering practices and in a good and workmanlike manner.
- C. Use all feasible efforts to investigate the cause of, and mitigate any interference caused by, LESSEE on existing radio frequency equipment of LESSOR following written notification of interference from LESSOR.

9.2 SUBSEQUENT PROPERTY LEASES: LESSOR agrees to include in all leases between LESSOR and future lessee's of the Property a covenant that the lessee shall not interfere with other electrical or radio frequency equipment previously installed on the Property and that if the lessee is not able to mitigate the interference, the lease shall provide for termination thereof. Likewise, LESSOR will not permit or allow the installation of any future equipment which (i) results in technical interference problems with LESSEE's then existing equipment or (ii) encroaches onto the Premises.

9.3 NON-INTERFERENCE: The communication equipment and the use thereof shall not interfere with the use of any other communication or similar equipment of any kind and nature owned or operated by LESSOR or other occupants of the Property existing as of the Commencement Date, except as may be permitted by applicable laws; provided, however that subsequent to the installation by LESSEE of the Facilities, LESSOR agrees not to install and to exercise commercially reasonable effort to not allow installation of new equipment on the Premises if such equipment causes interference with LESSEE's operations. All interference claims shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the Federal Communications Commission.

10.0 DESTRUCTION OF PREMISES: If either the Premises or the Property is destroyed or damaged as a result of a catastrophic event to the extent that, in LESSEE's reasonable discretion, LESSEE may no longer use the Premises for the intended purposes, LESSEE may elect to either:

- A. Terminate this Lease, effective upon the date of the damage or destruction, by delivering written notice within ninety (90) days of the date of the damage or destruction and a request to terminate; or
- B. Upon consent of LESSOR, which shall not be unreasonably withheld, conditioned or delayed, use a portion of the Premises specified by LESSOR for provision of Communication Services on a temporary basis until such time as the LESSEE's Facilities on the Premises are repaired or reconstructed so that LESSEE can resume the provision of Communication Services from the Premises. If LESSEE elects to continue this Lease and in the event that LESSOR unreasonably delayed its consent for LESSEE to install the temporary facility in order for LESSEE to continue its operation, Rent shall abate for the period of non-use. Any such repair or reconstruction shall be completed in an expeditious manner.

11. UTILITIES AND PROVISION OF SERVICE: LESSEE shall determine the availability of and shall, at its sole cost and expense, cause to be installed in, on, and about the Premises all facilities necessary to supply thereto all electricity, telephone, and other similar services required to service the Premises. LESSOR shall allow LESSEE to have its own electrical metering equipment installed. LESSEE shall obtain all necessary approvals for the installation of the meter. An electrical plan shall be submitted to LESSOR for approval, which approval shall not be unreasonably withheld, conditioned or delayed prior to commencement of such work. LESSOR agrees to cooperate with LESSEE in its efforts to obtain such utility service. During the Initial Term and the Renewal Term, LESSEE agrees to pay directly to the servicing utility when due all charges for electricity, telephone and all other utility services of every kind and nature supplied to and used by LESSEE on the Premises or for the Facilities. LESSOR shall be responsible for its electrical and other utility service and for the regular payment of electrical and other utility charges attributable to the Property other than the Premises.

12. INDEMNIFICATION AND INSURANCE:

12.1 INDEMNIFICATION: Neither LESSOR nor any other officer or employee of LESSOR shall be responsible for any damage or liability occurring by reason of

any acts or omissions on the part of LESSEE or its officers or employees under or in connection with any activities under this Lease. It is also understood and agreed that to the fullest extent permitted by law, LESSEE shall indemnify, defend (with counsel reasonably acceptable to LESSOR), protect and hold harmless LESSOR and its officers, agents and employees ("LESSOR's Parties") from and against any and all claims, demands, judgments, actions, damages, losses, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising at any time directly or indirectly from or in connection with (i) any default in the performance of any obligation by LESSEE to be performed under the terms of this Lease, (ii) LESSEE's use of the Premises, or (iii) the conduct of LESSEE's business or any activity, work or things done, permitted or allowed by LESSEE in or about the Premises, except to the extent caused by LESSOR or LESSOR's Parties' sole negligence or willful misconduct. The obligations of LESSEE under this section shall survive the expiration or earlier termination of this Lease.

12.2 ASSUMPTION OF RISK: LESSEE, as a material part of the consideration to LESSOR, hereby assumes all risk of damage to the Premises, including, without limitation, injury to persons in, upon or about the Premises during LESSEE's use of the Premises, arising from any use of the LESSEE's Facilities or other activities of LESSEE or LESSEE's agents, employees, guests, tenants, subtenants, licensees, contractors, or invitees (collectively "LESSEE's Parties") on the Premises. LESSEE hereby waives all claims with respect thereof against LESSOR, except as otherwise stated in this Lease. LESSOR shall not be liable for any injury to LESSEE's Facilities, Premises, or injury to or death of any of LESSEE's Parties, or injury to LESSEE's Facilities, or injury to or death of any other person in or about the Premises from any cause unless caused by the sole negligence or willful misconduct of the LESSOR or LESSOR's Parties.

12.3 INSURANCE:

- A. **Casualty Insurance**: During the term of this Lease, LESSEE shall, at its sole cost and expense, keep LESSEE's interest in the Premises and the Facilities, including any improvements thereon both in the course of construction and through the remainder of any term of this Lease, insured by responsible insurance companies, licensed to do business in the State of California or self insurer, against loss or damage by fire and other such casualties as are included in extended coverage. Such coverage shall include stipulated value, vandalism and malicious mischief endorsements, in such amounts so as to provide for the then actual replacement cost of all improvements on the Premises.
- B. LESSEE agrees, at its sole expense, and at all times during the term of this Lease, to maintain in full force, or cause to be maintained in full force, a policy or policies of comprehensive general liability insurance in an amount of TWO MILLION DOLLARS (\$2,000,000.00), including property damage, written by one or more responsible insurance companies licensed to do business in the State of California or a self insurer. LESSEE shall

ensure that LESSOR is named as an additional insured and such additional insured certificate shall be provided to LESSOR prior to the commencement of any work. Such policies shall insure against liability for injury to persons and/or property and death of any person or persons which may occur as a result of or in connection with the existence of the Facilities and improvements in, on or about the Premises.

13. DAMAGE OR DESTRUCTION OF IMPROVEMENTS TO PREMISES: LESSOR shall have no duty or obligation to rebuild the Facilities or the improvements thereon if such Facilities or improvements are substantially damaged during the Term, in whole or in part by any casualty. LESSEE shall maintain, and if damaged during the term, shall reconstruct the Facilities at LESSEE's expense.

14. ASSIGNMENT AND SUBLEASING:

14.1 ASSIGNMENT: LESSEE shall not voluntarily assign or transfer its interest under this Lease or in the Premises without first obtaining the prior written consent of LESSOR, which consent shall be not unreasonably withheld, delayed or conditioned. LESSEE shall pay the City Five Hundred Dollars (\$500.00) or such amount as the City Council may establish by resolution to (a) review and/or consent to any assignment or transfer of any of LESSEE's interests under this Lease or in the Premises or (b) to review, acknowledge, or consent to any other request of LESSEE for any other purpose. The transfer of the rights and obligations of LESSEE to a parent, subsidiary, or other affiliate of LESSEE, or to any successor in interest or entity acquiring fifty-one (51%) or more of LESSEE's membership interests or assets, shall not be deemed an assignment and LESSOR's consent shall not be required for such transfer. Any assignment without LESSOR's consent (when such consent is required) shall be voidable and, at LESSOR's election, shall constitute cause for exercise of LESSOR's remedies under applicable law, including termination of the Lease. No consent to any assignment shall constitute a further waiver of the provisions of this section. Notwithstanding the foregoing, it is understood that LESSEE shall not be released from liability hereunder by virtue of any assignment. As a condition precedent to any such assignment which requires LESSOR's consent, LESSEE agrees to provide written notice to LESSOR of its intention to assign at least thirty (30) days before the proposed effective date of any such proposed assignment which notice shall include the identity of the proposed assignee, copies of the proposed assignment documentation and current financial statements of the proposed assignee. As a further condition precedent to any assignment, the assignee must assume, in writing, all of LESSEE's obligations under this Lease.

14.2 SUBLEASING: LESSEE shall not sublease any portion of the Premises except as expressly provided herein. LESSEE shall be permitted to sublease portions of the Premises to a wholly-owned subsidiary of LESSEE, provided LESSEE provides LESSOR with express written notice of such sublease.

14.3 COLLOCATION: LESSEE shall cooperate with future communications operators that would request collocation as long as there is no adverse impact on LESSOR from an operational, maintenance, and repair standpoint.

15. RENEWAL/HOLDING OVER: Upon the expiration or termination of this Lease, LESSEE shall surrender the Premises to LESSOR. If LESSEE shall remain in possession of the Premises after the expiration or termination of the Lease, with the consent of LESSOR, either express or implied, such holding over shall be construed to create a month to month tenancy subject to all the covenants, conditions, and obligations hereof, and LESSEE hereby agrees to pay LESSOR, as holdover rent, an amount equal to one hundred twenty-five percent (125%) of the Base Rental, as theretofore adjusted by the Cost of Living Adjustments. Nothing above shall be construed to give LESSEE any rights to so hold over and to continue in possession of the Premises after the expiration of the Term without the express consent of LESSOR.

16. ENVIRONMENTAL: LESSEE and its agents, employees, or contractors subcontractors or other representatives shall not bring upon the Premises, or permit or authorize any other person or entity to bring upon the Property, including the Premises, any hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof). Notwithstanding the foregoing, LESSEE may bring such fuels and lubricants onto the Premises as may be required for operation of construction vehicles during construction and backup power for generators during, maintenance or repair of the LESSEE's Facilities. In addition, LESSEE may also bring onto the Premises, any lead-acid batteries, cleaning solvents, and other chemicals necessary for proper utilization and maintenance of the LESSEE's Facilities. In bringing any materials or substance onto, or using any materials and substances on, the Premises, LESSEE shall comply with all federal, State, and local government laws, regulations, and rules. LESSEE shall be solely responsible for any damages or costs incurred by LESSOR due to any environmental contamination, arising from the presence or use on LESSEE's behalf of any hazardous materials or substances that LESSEE, its agents, employees, contractors, subcontractors or other representatives bring onto the Premises.

17. MISCELLANEOUS:

17.1 NO WAIVER: No covenant, term, or condition thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed. Any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by LESSOR of performance other than full performance by LESSEE after the time the performance shall have become due shall not constitute a waiver by LESSOR of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by LESSOR in writing.

17.2 ATTORNEY'S FEES AND COSTS: If either Party hereto shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by LESSOR for the recovery of rent or possession of the Premises, the prevailing Party shall be entitled to have and recover from the other Party the prevailing Party's reasonable fees and costs (including attorneys' fees),

which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to a judgment.

- 17.3 NO JOINT VENTURE: Neither LESSOR nor any of its employees shall have any control over the manner, mode or means by which LESSEE, its agents or employees, use the Premises or Facilities described herein, except as otherwise set forth herein. LESSOR shall have no voice in the selection, discharge, supervision or control of LESSEE's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. LESSEE shall perform all covenants herein as a tenant of LESSOR and shall remain at all times as to LESSOR a tenant with only such obligations as are consistent with that role. LESSEE shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of LESSOR. LESSOR shall not in any way or for any purpose become or be deemed to be a partner of LESSEE in its business or otherwise or a joint venturer or a member of any joint enterprise with LESSEE.
- 17.4 INTERPRETATION: The Parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words imparting such covenants and conditions were used in each separate section hereof. The captions of the sections and subsections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or construction.
- 17.5 INTEGRATION AND GOVERNING LAW: This Lease represents the entire understanding of LESSOR and LESSEE as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Lease. This Lease shall be governed by the laws of the State of California and construed as if drafted by both LESSOR and LESSEE. Any action, arbitration, mediation, hearing or other proceeding related to this Lease shall be conducted only in the County of Orange.
- 17.7 LEASE BINDING ON HEIRS AND ASSIGNS: Each of the terms, covenants, and conditions of this Lease shall extend to, be binding upon, and inure to the benefit of not only LESSOR and LESSEE, but each of their respective heirs, representatives, administrators and assigns. Whenever in this Lease reference is made to either LESSOR or LESSEE, the reference shall be deemed to include, whenever applicable, the heirs, legal representatives, and assigns of each of the Parties, the same as if in every case expressed.
- 17.8 CORPORATE AUTHORITY: Each party executing this Lease on behalf of a corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation and that this Lease is binding upon said corporation in accordance with its terms.

17.9 NOTICES: Any written notices required pursuant to this Lease shall be made by certified or registered mail, return receipt requested, or reliable overnight courier and delivered to the following address:

To LESSOR: City of Palm Springs  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262  
Attn: City Clerk

Copy to: Woodruff, Spradlin & Smart  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626  
Attn: Douglas C. Holland, City Attorney

To LESSEE:

Sprint Property Services  
Sprint Site ID: LA03XC073  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2650

Copy to:

Sprint/Nextel Law Department  
Sprint Site IDLA03XC073  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2020  
Attn.: Real Estate Attorney

17.10 AMENDMENTS: This Lease may not be modified, altered, or amended except in writing signed by both LESSOR and LESSEE.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed by their duly authorized officers.

LESSOR

LESSEE

THE CITY OF PALM SPRINGS

By: \_\_\_\_\_  
David Ready, City Manager

By: Joyce Macy  
Name: Joyce Macy  
Title: Site Development Manager

ATTEST

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

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas C. Holland, City Attorney

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HERETO IS SITUATED IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot 25 and Westerly rectangular one-half of Lot 26 of Palm Valley Colony Lands in Section 13, Township 4, South, Range 4 East, San Bernardino Meridian, as per Map on file in Book 14, Page 652, of Maps, Records of said County

## **EXHIBIT B**

### **DESCRIPTION OF THE LEASED PREMISES**

LESSOR leases to LESSEE approximately nineteen hundred twenty (1,920) square feet of space, for the installation, construction, operation, maintenance, replacement and repair of communications equipment and antennas on the Premises and approximately six thousand nine hundred twelve (6,912) square feet of access right-of-way for non-exclusive right of ingress and egress, seven (7) days a week, twenty four (24) hours a day, over the Property to and from the Premises for the purpose of installation, construction, operation, maintenance, replacement and repair of LESSEE's communications facility.

**EXHIBIT C**  
**DESCRIPTION OF THE FACILITIES**  
**PROJECT DRAWINGS**  
(See Attached)





**BATTERY INFORMATION/ NOTES:**

BATTERY MFG: EAST TEXAS MANUFACTURING  
 MODEL NUMBER: 12V85-145  
 ELECTROLYTE CONTENT PER BATTERY: 2.72 GALLONS  
 ELECTROLYTE WEARING CLASSIFICATION: PLS. 52, C.I.C. 58.78 (SULFURIC ACID) CORROSIVE  
 NUMBER OF BATTERIES TO BE INSTALLED: 8 MAX (20 PER CABINET)  
 TOTAL ELECTROLYTE CONTAINED ON SITE IS 21.76 GALS  
 42.4 GALLONS MAX

4. QUANTITIES OF 500 GALLONS OR LESS ARE EXEMPT FROM LABEL 3-1-1 OF THE 1989 I.D.C.  
 5. SMALL METAL CONTAINERS OF 10 GALLONS OR LESS, AND SUBSTITUTES IDENTIFIED BY THE ENDS OF 100 GALLONS ARE EXEMPT FROM LABEL 3-1-1 OF THE 2007 C.F.R.  
 6. QUANTITIES LISTED THIS 30 GALLONS ARE EXEMPT FROM C.I.C. ARTICLES 58.78 AND 58.79.  
 7. ANY CHANGES OR ADDITIONS TO BACK-UP BATTERIES MUST COMPLY WITH 29CFR 1910.106 AND SHALL NOT EXCEED ELECTROLYTE QUANTITIES IN EXCESS OF 50 GALS.

**FIRE DEPARTMENT NOTES:**

1. FIRE DEPARTMENT FINAL INSPECTION REQUIRED. SCHEDULED INSPECTION 2 DAYS IN ADVANCE.  
 2. A CFC PERMIT TO OPERATE BATTERY SYSTEMS WITH STATIONARY LEAD-ACID BATTERIES IS NOT REQUIRED FOR THE QUANTITIES ON SITE.  
 3. A CFC PERMIT MAY BE REQUIRED FOR THE HAZARDOUS MATERIALS ON SITE.  
 4. A HAZARDOUS MATERIALS IDENTIFICATION SIGN IS REQUIRED FOR ALL EXPOSURES INTO BATTERY STORAGE AREAS. LETTERS MUST BE AT LEAST 1" IN HEIGHT AND IN A COLOR WHICH CONTRASTS TO THE BACKGROUND OF THE SIGN AND LIST THE FOLLOWING:  
 CLASS 1 WATER REACTIVE LIQUID  
 TOXIC LIQUID  
 CORROSIVE LIQUID  
 OTHER HEALTH HAZARDOUS LIQUID

5. AN APPROVED METHOD TO NEUTRALIZE SUFFICIENT FLUORENOLITE SHALL BE PROVIDED IN THE BATTERY ROOM.  
 6. BATTERIES SHALL BE PROVIDED WITH SAFETY VENTING CAPS.  
 7. LOCATIONS AND CLASSIFICATIONS OF IDENTIFICATION SIGNS SHALL BE IN ACCORDANCE WITH THE UNIFORM FIRE CODE STANDARDS TO 1 AND PLACEMENT IS SUBJECT TO APPROVAL OF THE INSPECTOR.  
 8. STORAGE, DISPENSING OR USE OF ANY FLAMMABLE AND COMBUSTIBLE LIQUIDS, FLAMMABLE AND COMBUSTIBLE SOLIDS AND OTHER HAZARDOUS MATERIALS SHALL COMPLY WITH UNIFORM FIRE CODE REGULATIONS.  
 9. EXIST DOORS SHALL BE ABLE TO OPEN FROM THE INSIDE WITHOUT THE USE OF KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.  
 10. ADDRESS NUMBERS SHALL BE A MINIMUM 8 INCHES HIGH AND PLAINLY VISIBLE FROM ROADWAY BUILDING IS ADJACENT ON.  
 11. REQUIRED SIGNS SHALL INCLUDE LETTERING HEIGHT OF AT LEAST ONE INCH, IN A COLOR THAT CONTRASTS TO THE SIGN BACKGROUND, AND SHALL BE PERMANENTLY DISPLAYED.  
 12. REQUIRED SIGNS SHALL INCLUDE, BUT NOT BE LIMITED TO, APPLICABLE THREATS FROM EXAMPLES GIVEN HEREIN SEE DETAILS 1, 2, AND 3.

**REQUIRED NFPA SIGNAGE**


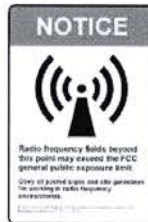



**IN CASE OF EMERGENCY CALL**  
**1-866-400-6040**  
 SITE NUMBER: RV03XC073  
 SITE NAME: SUNRISE

**SITE IDENTIFICATION SIGNAGE** 3




**HAZARDOUS MATERIAL SIGNAGE** 2

**SITE IDENTIFICATION SIGNAGE** 4 **RF SIGNAGE** 1

**Sprint**

**Alcatel-Lucent**

**NEXIUS**

**JRA**  
 Jeffrey Rowe & Associates, Inc.  
 ARCHITECTURE & TELECOMMUNICATIONS  
 1 San Joaquin Plaza, Suite 200  
 Houston, Texas 77002-3660  
 Phone: (281) 363-3329  
 Fax: (281) 363-3333

REV.	DATE	DESCRIPTION	APP.
1	04/23/11	PRE CD REVIEW	JC
2	06/24/12	100% CDV	CK
3	06/23/12	REVISED 100% CDV	PK
4	06/12/12	REVISED 100% CDV	PK

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

**RF INFORMATION**

**RV03XC073**  
**SUNRISE**  
 821 SOUTH PEA CREEK WAY  
 PALM SPRINGS, CALIFORNIA 92262  
 RIVERSIDE COUNTY

**SIGNAGE AND NOTES**

**T-3**

**SITE PLAN GENERAL NOTES**

- STREETS:  
 FRONT ROAD = 80'  
 BACK ROAD = 80'  
 SIDE DRIVE = 80'
1. SITE CONTRACTOR TO CALL THE CITY (714) 835-2277-2800 TO LOCATE ANY AND ALL UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.
  2. ALL UTILITIES TO BE INSTALLED AND UNBARRICADED. NO EXISTING PARKING SPACES WILL BE IMPACTED BY THE NEW USE.
  3. PRIOR TO THE BEGAINING OF ANY CONSTRUCTION, PERMITS, THE APPLICANT SHALL INCORPORATE ANY CONSTRUCTION BEST MANAGEMENT PRACTICES NECESSARY.
  4. PRIOR TO THE BEGAINING OF ANY CONSTRUCTION, PERMITS, THE APPLICANT SHALL SUBMIT A WATER POLLUTION CONTROL PLAN WHICH THE CITY SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY'S STORM WATER STANDARDS.

**STORM WATER QUALITY NOTES CONSTRUCTION BMP'S**

- THIS PROJECT SHALL COMPLY WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD.
- NOTE: 1. A SOIL SWEEP MUST BE INSTALLED AT ALL CONSTRUCTION SITES.
1. SUFFICIENT BMP'S MUST BE INSTALLED TO PREVENT SOIL, SAND OR OTHER CONSTRUCTION DEBRIS FROM BEING TRACKED INTO THE ADJACENT STREETS OR STORM WATER CONDUITS. THE USE OF CONSTRUCTION MATERIALS OR ANY OTHER CONSTRUCTION ACTIVITY ALONG THE STREET AT THE END OF EACH WORK DAY OR AFTER A STOP EVENT THAT CAUSES A BREACH IN THE INSTALLED CONSTRUCTION BMP'S.
  2. ALL STORM PILES OR UNHARDENED SOIL AND/OR BUILDING MATERIALS THAT ARE INSTALLED TO BE LEFT UNPROTECTED FOR A PERIOD GREATER THAN SEVEN (7) CALENDAR DAYS ARE TO BE PROTECTED WITH FENCING AND SIGNAGE CONTROLS. SUCH FENCING MUST BE PROTECTED EACH DAY WHEN THE PROBABILITY OF RAIN IS HIGH OR GREATER.
  3. A CONCRETE MANSUET SHALL BE PROVIDED ON ALL DRAINAGE STRUCTURES WHICH PREVENT THE COLLECTION OF THE CONCRETE IMPROVEMENTS THAT ARE TO BE PLACED IN PLACE ON THE SITE.
  4. ALL ENVIRONMENTAL CONTROL DEVICES SHALL BE MAINTAINED IN WORKING ORDER AT ALL TIMES.
  5. ALL SITES THAT ARE LOCATED OR DISTURBED BY CONSTRUCTION ACTIVITY MUST BE PROTECTED AGAINST EROSION AND SEDIMENT TRANSPORT AT ALL TIMES.
  6. THE STORAGE OF ALL CONSTRUCTION MATERIALS AND EQUIPMENT MUST BE PROTECTED AGAINST ANY POTENTIAL RELEASE OF POLLUTANTS INTO THE ENVIRONMENT.



SITE PLAN

11x17 SCALE: 1"=80'  
 22x34 SCALE: 1"=40'



**JRA**  
 Jeffrey Rowe & Associates, Inc.  
 ARCHITECTURE & TRANSPORTATION  
 1 San Joaquin Plaza, Suite 200  
 Modesto, CA 95231  
 Phone (209) 566-2828  
 Fax (209) 566-2821

REV	DATE	DESCRIPTION	BY
1	04/20/12	ISSUE FOR PERMITS	JR
2	06/24/12	ISSUE FOR PERMITS	JR
3	08/22/12	REVISED 100% CD'S	JR
4	09/12/12	REVISED 100% CD'S	JR

NOT FOR CONSTRUCTION UNLESS  
 LABELED AS CONSTRUCTION SET



PROJECT INFORMATION  
**RVD3XC075**  
**SUNRISE**  
 401 SOUTH PAULSON WAY  
 PALM SPRINGS, CALIFORNIA 92262  
 RIVERSIDE COUNTY

**SITE PLAN**

**A-1**



**NOTES TO CONTRACTOR:**

1. REMOVE ALL EXISTING CONDUIT AND WIRING FROM SITE.
2. NEW WIRING AND HARDWARE TO BE INSTALLED TO MATCH EXISTING BUILDING OR FLOOR CONSTRUCTION TO MEET ELECTRICAL CODE.

SECTOR	WIRING SYSTEM	WIRING TYPE	WIRING METHOD	WIRING MATERIAL	WIRING SIZE	WIRING LENGTH	WIRING COST
1	1000	100	100	100	100	100	100
2	1000	100	100	100	100	100	100
3	1000	100	100	100	100	100	100

IMPORTANT NOTE: INSTALLER VERIFY LATEST PLUMBING/WIRING DIAGRAMS, PRIOR TO INSTALLATION.

**VERIFY CURRENT RFDS SHEET PRIOR TO BUILD**

SCALE: NONE 2



REVISIONS

REV.	DATE	DESCRIPTION	BY
1	06/28/12	REV TO REVIEW	JR
2	06/27/12	REV TO S.A.	JA
3	06/27/12	REVISED CONN. DATA	JA
4	06/27/12	REVISED CONN. DATA	JA

NO. FOR CONSTRUCTION UNLESS INDICATED AS OTHERWISE NOTED



110 403047010

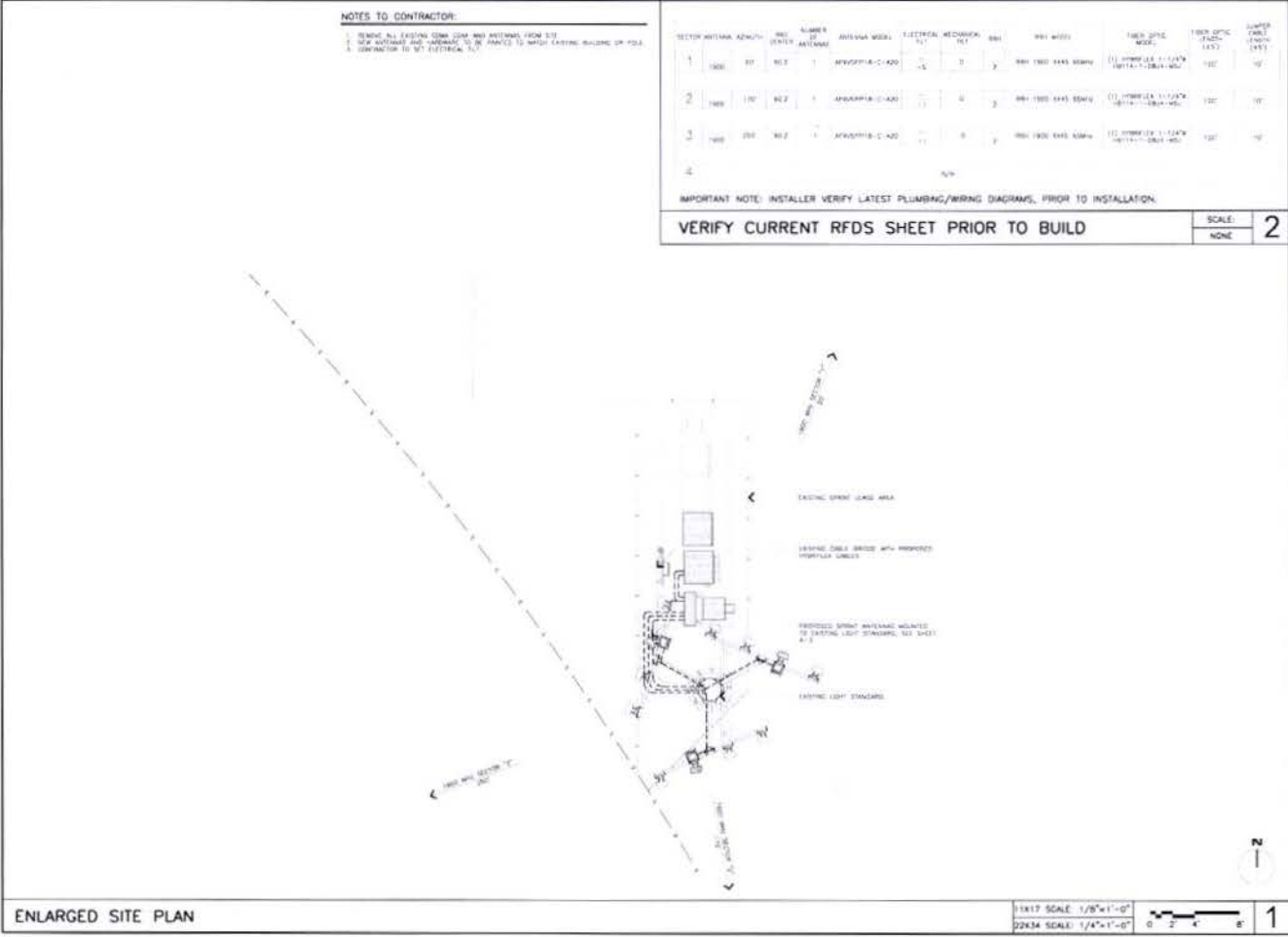
**RV03XC075**  
**SUNRISE**

400 SOUTH PARKWAY WEST  
MILWAUKEE, WISCONSIN 53212  
TEL: 414-224-1000

**ENLARGED SITE PLAN**

PROJECT NUMBER

**A-1.1**

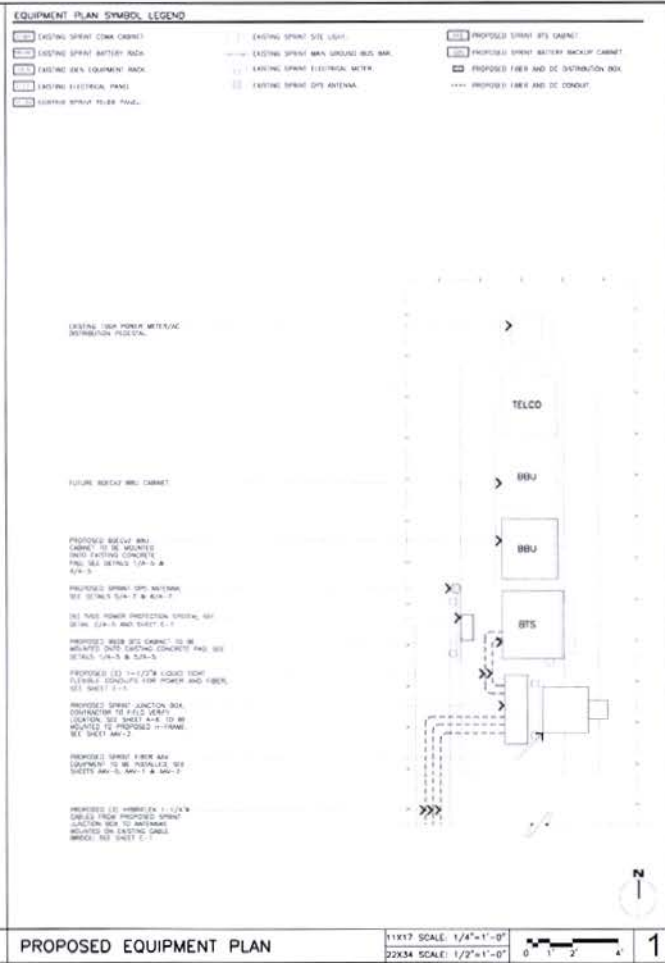
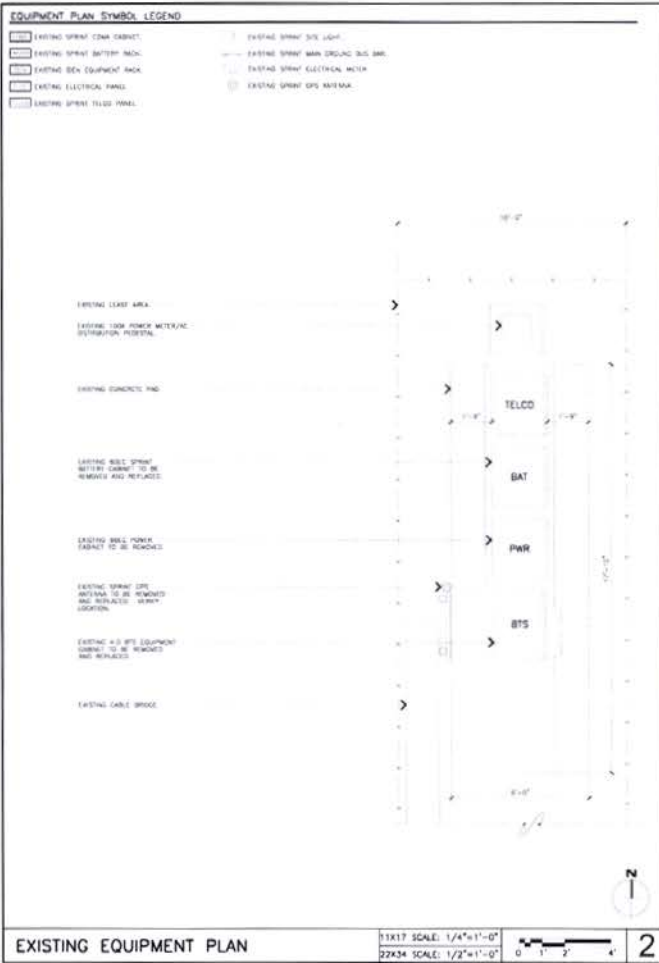


ENLARGED SITE PLAN

11X17 SCALE: 1/8"=1'-0"  
22X34 SCALE: 1/4"=1'-0"

0 2 4 6'

1



REVISIONS

NO.	DATE	DESCRIPTION	BY
1	06/26/12	ISSUE FOR REVIEW	JC
2	06/26/12	ISSUE FOR CA	CA
3	06/26/12	REVISED ISSUE FOR CA	CA
4	06/26/12	REVISED ISSUE FOR CA	CA

NOT FOR CONSTRUCTION UNLESS LABELLED AS CONSTRUCTION SET



PROJECT INFORMATION

PROJECT NUMBER: PV03XCO73

SUNRISE

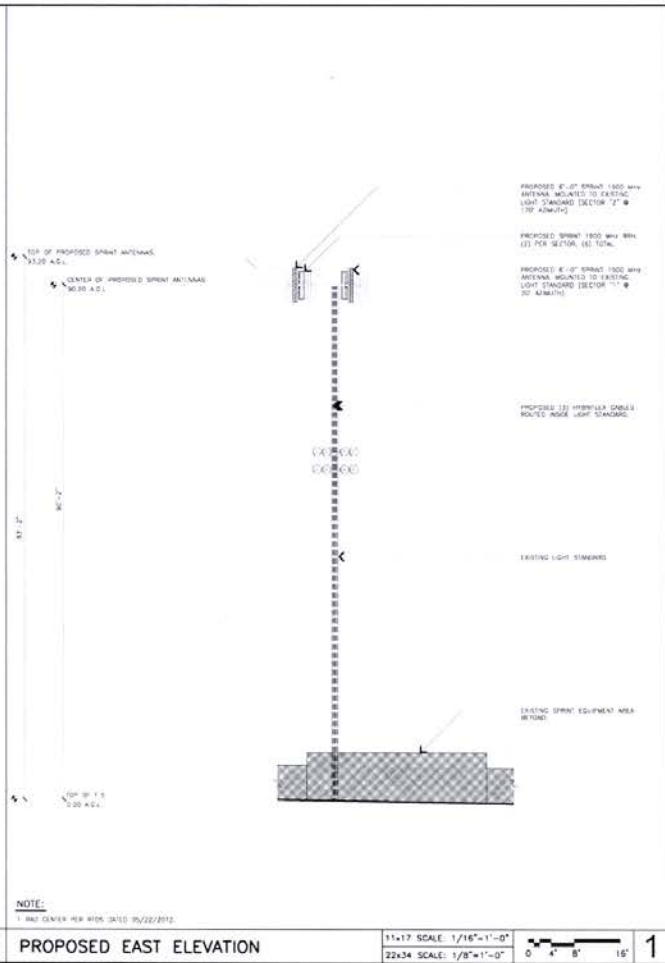
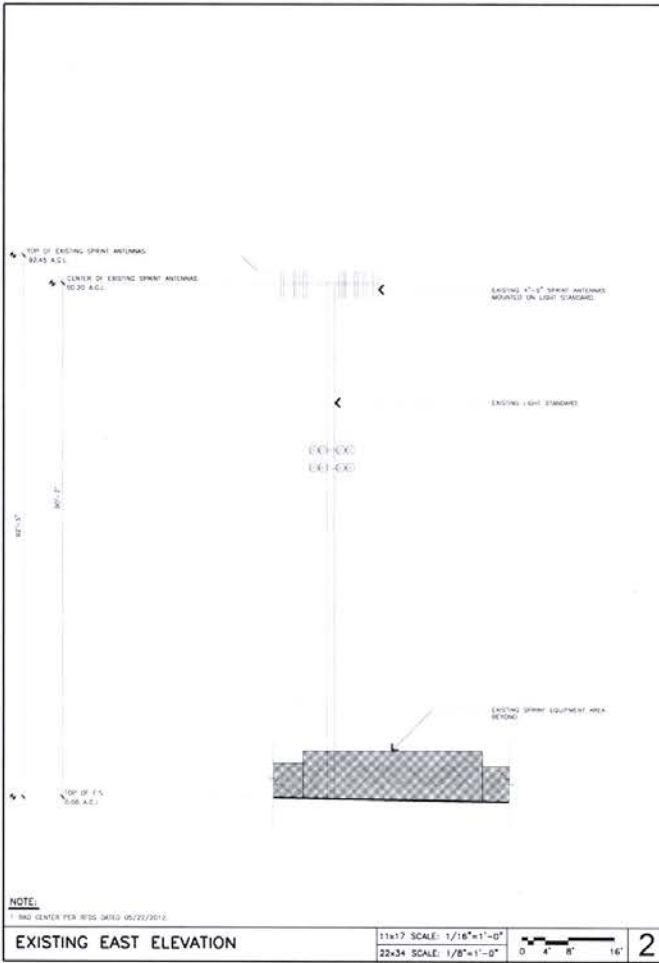
400 SOUTH PHOENIX WAY  
PALM SPRING, CALIFORNIA 92262  
INDUSTRY COUNTY

EQUIPMENT PLAN

SHEET NUMBER

A-2





**JRA**  
Jeffrey Rome & Associates, Inc.  
ARCHITECTURE & ENGINEERING  
1 Sun Jambou Plaza, Suite 200  
Palm Springs, CA 92262  
Phone (760) 340-3828  
Fax (760) 340-3833

REVISIONS			
REV.	DATE	DESCRIPTION	BY
1	04/30/12	ISSUE FOR REVIEW	JC
2	05/24/12	ISSUE FOR REVIEW	CR
3	06/22/12	REVISED ISSUE FOR REVIEW	FW
4	06/22/12	REVISED ISSUE FOR REVIEW	FW

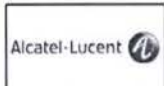
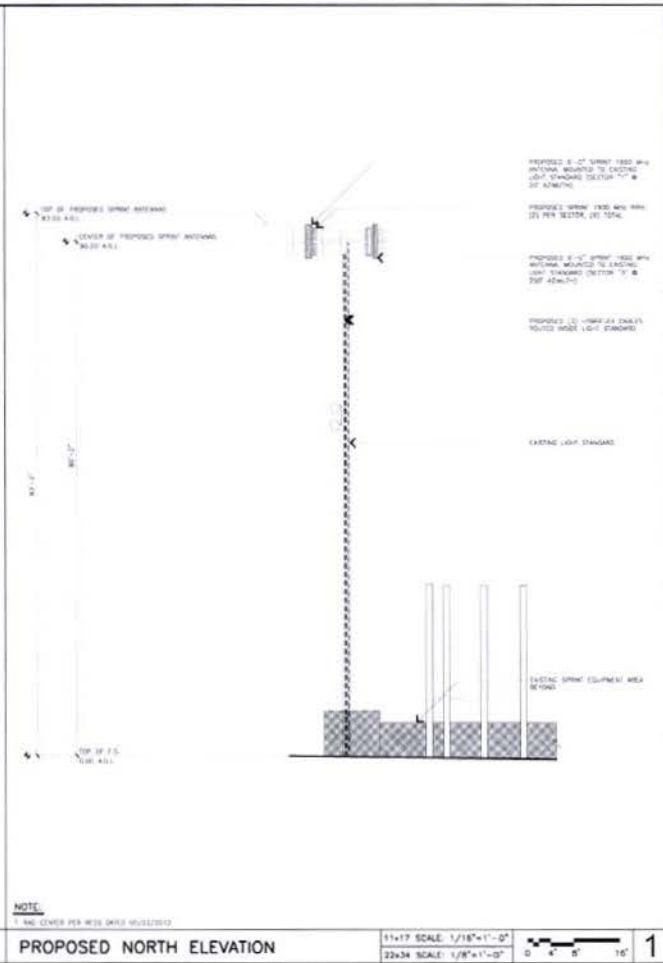
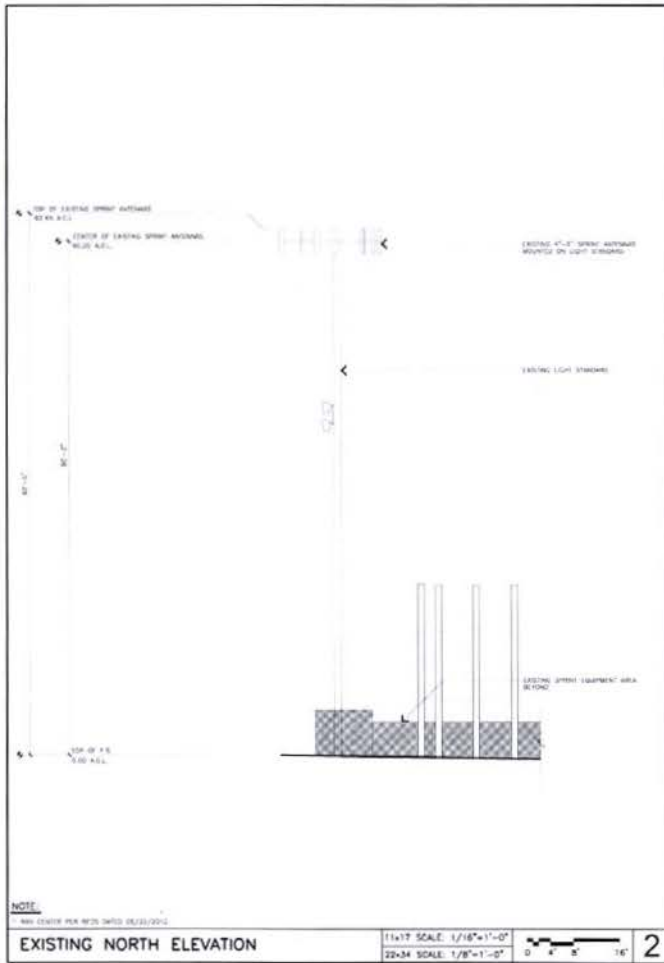
NO FOR CONSTRUCTION UNLESS UNLESS AS INDICATED BY "AS NOTED"



**RVD3XC073**  
**SUNRISE**  
431 SOUTH PAVILION WAY  
PALM SPRINGS, CALIFORNIA 92262  
INDEPENDENT COUNTY

**EAST ELEVATION**

SHEET NUMBER  
**A-4**



**JRA**  
Jeffrey R. Jones & Associates, Inc.  
ENGINEERS & ARCHITECTS  
1500 JEFFERSON PARK, SUITE 100  
MARIETTA, GEORGIA 30067  
PHONE: (404) 582-1818  
FAX: (404) 582-1817

REVISIONS

REV.	DATE	DESCRIPTION	BY
1	04/23/12	ISSUE FOR PERMITS	JK
2	05/02/12	ISSUE FOR PERMITS	JK
3	06/22/12	REVISED FOR PERMITS	JK
4	06/22/12	REVISED FOR PERMITS	JK

SEE 2009 EDITION FOR THE LATEST TO CONSTRUCTION SET



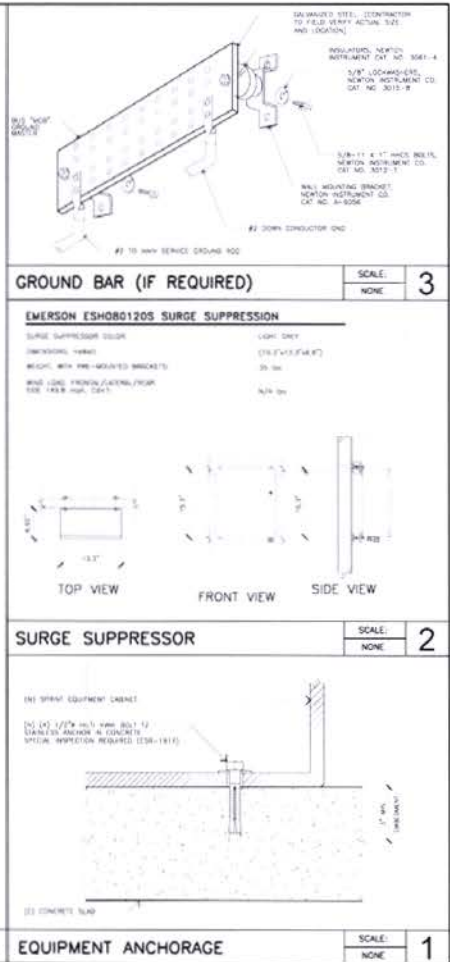
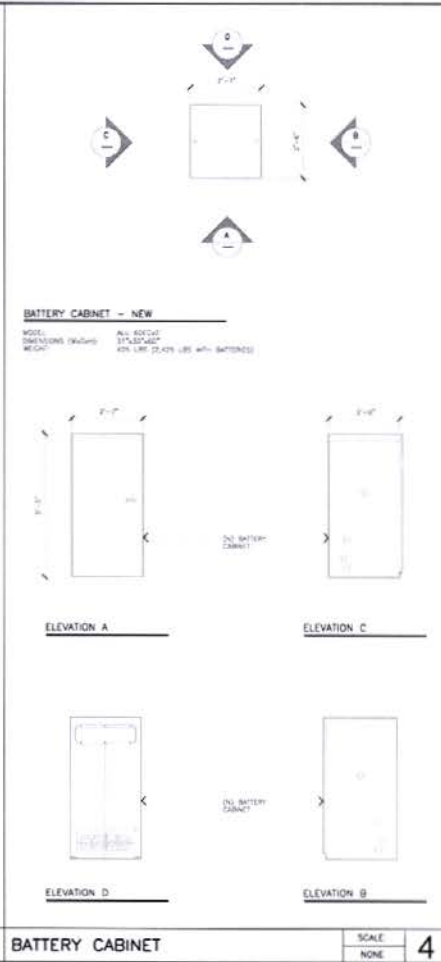
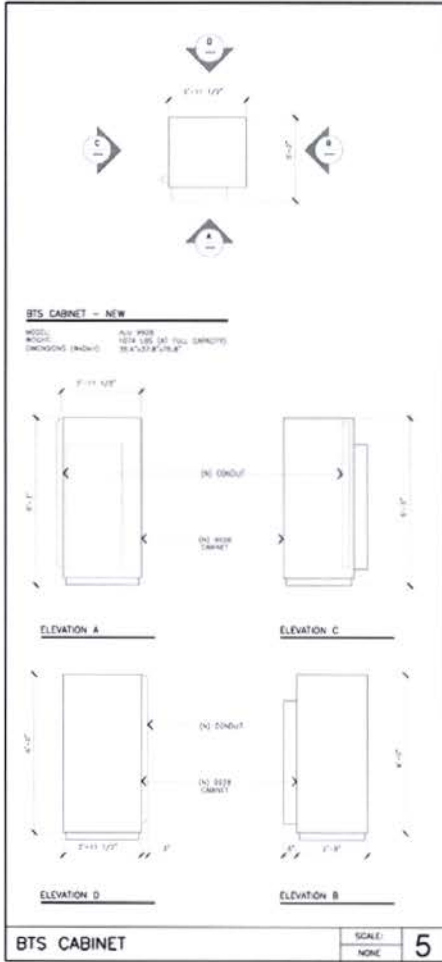
PROJECT INFORMATION

**RVDJXC075**  
**SUNRISE**

431 SOUTH PHOENIX WAY  
PALM WATERS, GULFSTREAM STATE  
BREVARD COUNTY

**NORTH ELEVATION**

**A-4.1**



**Sprint**

**Alcatel-Lucent**

**NEXIUS**

**JRA**  
 Jeffrey Rowe & Associates, Inc.  
 ARCHITECTURE & ENGINEERING  
 7000 JEFFERSON PARKWAY, SUITE 200  
 DALLAS, TEXAS 75238  
 PHONE: (972) 382-3300  
 FAX: (972) 382-3301

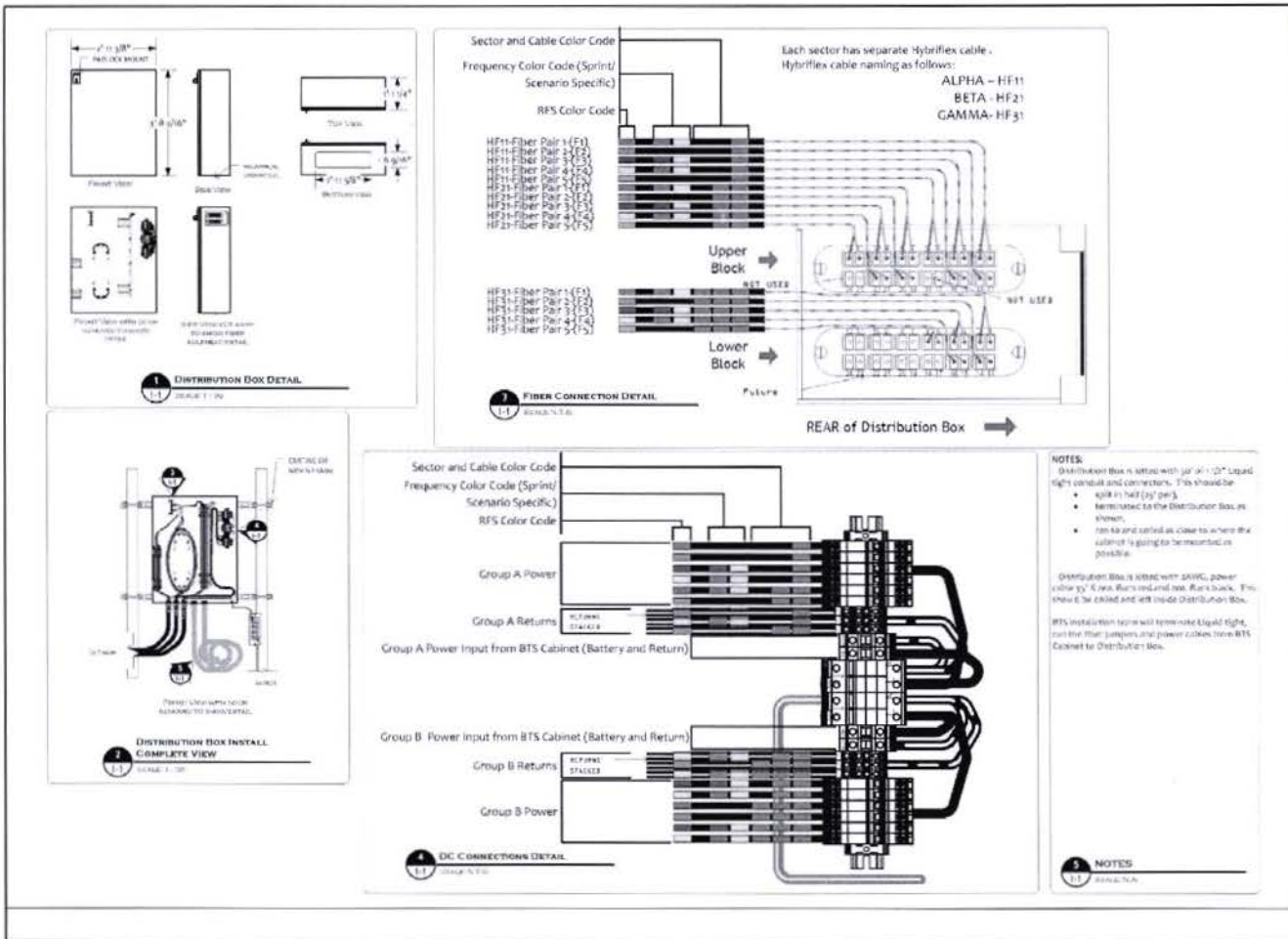
REV	DATE	DESCRIPTION	BY
1	04/20/12	ISSUE FOR REVIEW	JR
2	05/24/12	ISSUE FOR CONSTRUCTION	JR
3	06/20/12	ISSUE FOR CONSTRUCTION	JR
4	07/11/12	ISSUE FOR CONSTRUCTION	JR

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

**RV03XC073**  
**SUNRISE**  
 401 SOUTH PAVILION WAY  
 PLAIN SERVICE, CALIFORNIA 92659  
 WINDLESS COUNTY

**EQUIPMENT DETAILS**

**A-5**



REVISED

REV.	DATE	DESCRIPTION	BY
1	04/20/11	ISSUE TO FIELD	CS
2	05/24/11	ISSUE TO SA	CS
3	06/12/11	ISSUES 1008, 1014	CS
4	06/12/11	ISSUES 1008, 1014	CS

NOT FOR CONSTRUCTION UNLESS  
1008, 1014 OR CONSTRUCTION SET



REVISED

**RV03C073**  
**SUNRISE**

401 SOUTH FRENCH BLVD  
FREMONT, CALIFORNIA 94536  
ALameda COUNTY

**JUNCTION BOX DETAIL**

A-6

<p>ELEVATION</p>	<p><b>1900 DUAL APXVSPF18-C-A20</b></p> <p>ANTENNA COLOR: LIGHT GREY (RAL3000)</p> <p>DIMENSIONS (MM/IN): 22" x 11.6" x 37"</p> <p>HEIGHT: 37 (IN)</p> <p>CONNECTION: (E) 1/16" DIA FEMALE</p>	<p>SIDE VIEW FRONT VIEW REAR VIEW</p> <p>NOTES: 1. ALL STEEL TO BE HOT DIPPED GALVANIZED</p>
<p>GPS ANTENNA MOUNT SCALE: NONE 6</p>	<p>1900 MHz ANTENNA SCALE: NONE 4</p>	<p>1900 MHz DUAL ANTENNA MOUNT DETAIL SCALE: NONE 2</p>
	<p><b>1900 MHz RRH</b></p> <p>MANUFACTURER: ALI</p> <p>MODEL: 190-1900-4445-839H2</p> <p>WEIGHT: 190</p> <p>TOP VIEW SIDE VIEW FRONT VIEW</p>	<p>SIDE VIEW FRONT VIEW REAR VIEW</p> <p>NOTES: 1. ALL STEEL TO BE HOT DIPPED GALVANIZED</p>
<p>GPS ANTENNA SCALE: NONE 5</p>	<p>1900 MHz RRH SCALE: NONE 3</p>	<p>1900 MHz RRH MOUNT DETAIL SCALE: NONE 1</p>



REV	DATE	DESCRIPTION	BY
1	04/18/17	ISSUE FOR REVIEW	JC
2	05/17/17	ISSUE FOR CA	CA
3	06/13/17	REVISED FOR CONSTRUCTION	FW
4	06/13/17	REVISED FOR CONSTRUCTION	FW

NOT FOR CONSTRUCTION (ALSO SEE ALL AS CONSTRUCTION SET)



REVISED INFORMATION

**RV03XC073**

**SUNRISE**

400 SOUTH PINE CREEK WAY  
PALM SPRING, CALIFORNIA 92524  
INDUSTRY COUNTY

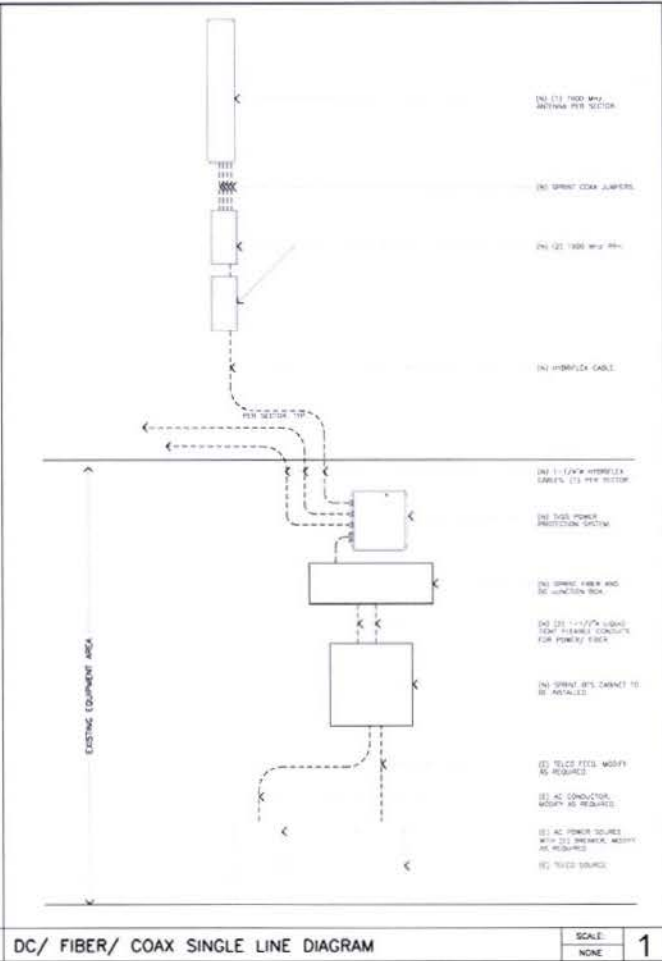
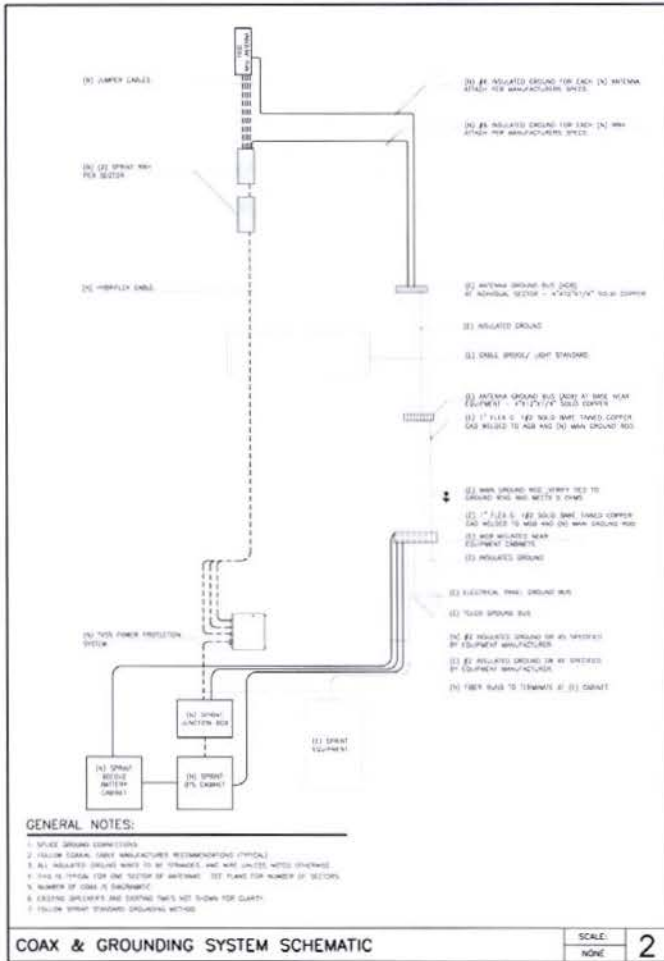
ANTENNA AND RRH DETAILS

LIST NUMBER

**A-7**







**Sprint**

**Alcatel-Lucent**

**NEXIUS**

**JRA**  
 Jeffrey R. Adams & Associates, Inc.  
 1500 N. 10th St., Suite 100  
 Phoenix, AZ 85016  
 Phone: (602) 944-1818  
 Fax: (602) 944-1811

REV.	DATE	DESCRIPTION	BY
1	08/28/05	FOR CD REVIEW	JA
2	09/01/05	FOR CD	JA
3	09/02/05	REVISED FOR CD	JA
4	09/02/05	REVISED FOR CD	JA

NOT FOR CONSTRUCTION UNLESS LABELLED AS CONSTRUCTION SET

**ATTENTION**

**RVD3XC073**  
**SUNRISE**  
 400 SOUTH PAVILION BLVD  
 PALM SPRING, CALIFORNIA 92262  
 TEL: 951-261-1000

**SINGLE LINE DIAGRAMS**

**E-1**

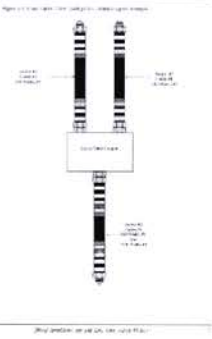
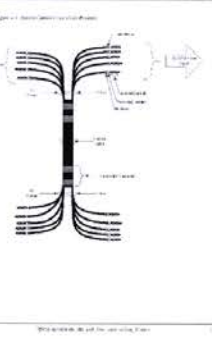
1. Appendix A - Coaxial Cable Color Scheme  
This appendix provides a color coding scheme for coaxial cables used in the Sprint network. The color coding is based on the technology and the band used. The color coding is as follows:

2. Appendix B - Hybrid Cable Color Scheme  
This appendix provides a color coding scheme for hybrid cables used in the Sprint network. The color coding is based on the technology and the band used. The color coding is as follows:

3. Appendix C - WU and Coaxial Cabling  
This appendix provides a color coding scheme for WU and coaxial cabling used in the Sprint network. The color coding is based on the technology and the band used. The color coding is as follows:

TECHNOLOGY COLOR CODE	FIRST RING	SECOND RING
800 #1	YELLOW	GREEN
1900 #1	YELLOW	RED
1900 #2	YELLOW	ORANGE
RESERVED	YELLOW	BLACK
RESERVED	YELLOW	BLACK
RESERVED	YELLOW	BLACK

Band	Color	First Ring	Second Ring	Third Ring
800 #1	Yellow	Green	Black	Black
800 #2	Yellow	Green	Black	Black
800 #3	Yellow	Green	Black	Black
800 #4	Yellow	Green	Black	Black
800 #5	Yellow	Green	Black	Black
800 #6	Yellow	Green	Black	Black
800 #7	Yellow	Green	Black	Black
800 #8	Yellow	Green	Black	Black
800 #9	Yellow	Green	Black	Black
800 #10	Yellow	Green	Black	Black
800 #11	Yellow	Green	Black	Black
800 #12	Yellow	Green	Black	Black
800 #13	Yellow	Green	Black	Black
800 #14	Yellow	Green	Black	Black
800 #15	Yellow	Green	Black	Black
800 #16	Yellow	Green	Black	Black
800 #17	Yellow	Green	Black	Black
800 #18	Yellow	Green	Black	Black
800 #19	Yellow	Green	Black	Black
800 #20	Yellow	Green	Black	Black
800 #21	Yellow	Green	Black	Black
800 #22	Yellow	Green	Black	Black
800 #23	Yellow	Green	Black	Black
800 #24	Yellow	Green	Black	Black
800 #25	Yellow	Green	Black	Black
800 #26	Yellow	Green	Black	Black
800 #27	Yellow	Green	Black	Black
800 #28	Yellow	Green	Black	Black
800 #29	Yellow	Green	Black	Black
800 #30	Yellow	Green	Black	Black
800 #31	Yellow	Green	Black	Black
800 #32	Yellow	Green	Black	Black
800 #33	Yellow	Green	Black	Black
800 #34	Yellow	Green	Black	Black
800 #35	Yellow	Green	Black	Black
800 #36	Yellow	Green	Black	Black
800 #37	Yellow	Green	Black	Black
800 #38	Yellow	Green	Black	Black
800 #39	Yellow	Green	Black	Black
800 #40	Yellow	Green	Black	Black
800 #41	Yellow	Green	Black	Black
800 #42	Yellow	Green	Black	Black
800 #43	Yellow	Green	Black	Black
800 #44	Yellow	Green	Black	Black
800 #45	Yellow	Green	Black	Black
800 #46	Yellow	Green	Black	Black
800 #47	Yellow	Green	Black	Black
800 #48	Yellow	Green	Black	Black
800 #49	Yellow	Green	Black	Black
800 #50	Yellow	Green	Black	Black
800 #51	Yellow	Green	Black	Black
800 #52	Yellow	Green	Black	Black
800 #53	Yellow	Green	Black	Black
800 #54	Yellow	Green	Black	Black
800 #55	Yellow	Green	Black	Black
800 #56	Yellow	Green	Black	Black
800 #57	Yellow	Green	Black	Black
800 #58	Yellow	Green	Black	Black
800 #59	Yellow	Green	Black	Black
800 #60	Yellow	Green	Black	Black
800 #61	Yellow	Green	Black	Black
800 #62	Yellow	Green	Black	Black
800 #63	Yellow	Green	Black	Black
800 #64	Yellow	Green	Black	Black
800 #65	Yellow	Green	Black	Black
800 #66	Yellow	Green	Black	Black
800 #67	Yellow	Green	Black	Black
800 #68	Yellow	Green	Black	Black
800 #69	Yellow	Green	Black	Black
800 #70	Yellow	Green	Black	Black
800 #71	Yellow	Green	Black	Black
800 #72	Yellow	Green	Black	Black
800 #73	Yellow	Green	Black	Black
800 #74	Yellow	Green	Black	Black
800 #75	Yellow	Green	Black	Black
800 #76	Yellow	Green	Black	Black
800 #77	Yellow	Green	Black	Black
800 #78	Yellow	Green	Black	Black
800 #79	Yellow	Green	Black	Black
800 #80	Yellow	Green	Black	Black
800 #81	Yellow	Green	Black	Black
800 #82	Yellow	Green	Black	Black
800 #83	Yellow	Green	Black	Black
800 #84	Yellow	Green	Black	Black
800 #85	Yellow	Green	Black	Black
800 #86	Yellow	Green	Black	Black
800 #87	Yellow	Green	Black	Black
800 #88	Yellow	Green	Black	Black
800 #89	Yellow	Green	Black	Black
800 #90	Yellow	Green	Black	Black
800 #91	Yellow	Green	Black	Black
800 #92	Yellow	Green	Black	Black
800 #93	Yellow	Green	Black	Black
800 #94	Yellow	Green	Black	Black
800 #95	Yellow	Green	Black	Black
800 #96	Yellow	Green	Black	Black
800 #97	Yellow	Green	Black	Black
800 #98	Yellow	Green	Black	Black
800 #99	Yellow	Green	Black	Black
800 #100	Yellow	Green	Black	Black



Sprint

Alcatel-Lucent

NEXIUS

JRA  
Jeffrey Roma & Associates, Inc.  
Architecture & Telecommunications  
1 San Jose Avenue, Suite 200  
Menlo Park, California 94025  
Phone: (650) 342-1070  
Fax: (650) 342-1071

REV.	DATE	DESCRIPTION	BY
1	04/30/12	WU CO REVIEW	JC
2	05/24/12	100% COA	CA
3	06/22/12	REVISED 100% COA	PM
4	06/15/12	REVISED 100% COA	PM

NOT FOR CONSTRUCTION UNLESS  
UMBLED AS CONSTRUCTION SET

REVISED

RV03XC073  
SUNRISE

REVISED

ANTENNA LINE  
COLOR CODING

REVISED

E-2



POWER FROM MM-BTS CABINET



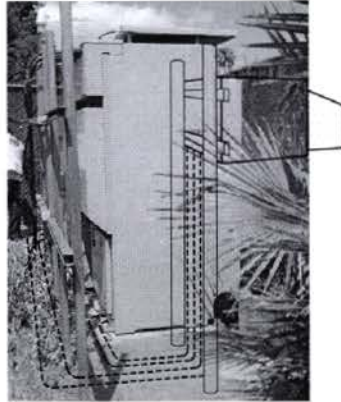
EXISTING POINT OF FEED



TWC (N) CONDUIT ROUTING



EXISTING GROUND BAR



HOP (N) BOXER CABINET LOCATION



EXISTING TELCO BOX



REVISIONS		
REV.	DATE	DESCRIPTION
1	04/26/12	FOR REVIEW
2	05/02/12	FOR APPROVAL

**ALU APPROVED ON 05/02/12**

NOT FOR CONSTRUCTION UNLESS USED AS CONSTRUCTION SET



SITE INFORMATION

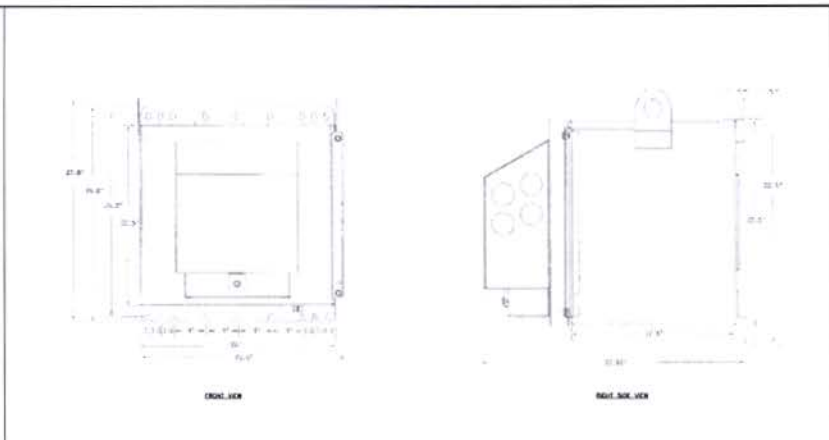
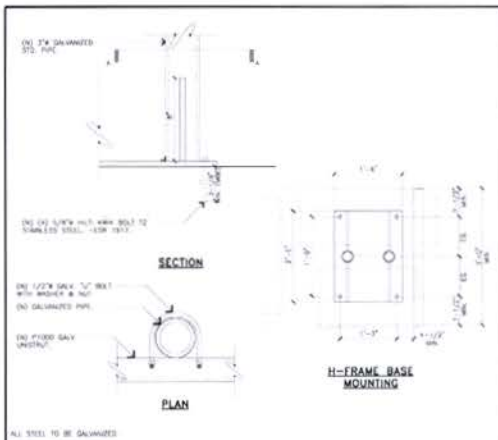
**RVD3XC073**  
**SUNRISE**

ALL SOUTH FLORIDA MAP  
FIELD SURVEYS IN FLORIDA SHALL  
BE FILED WITH COUNTY

**SITE PHOTOS**

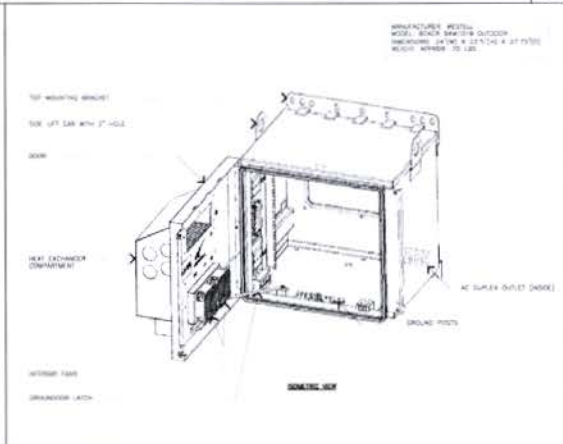
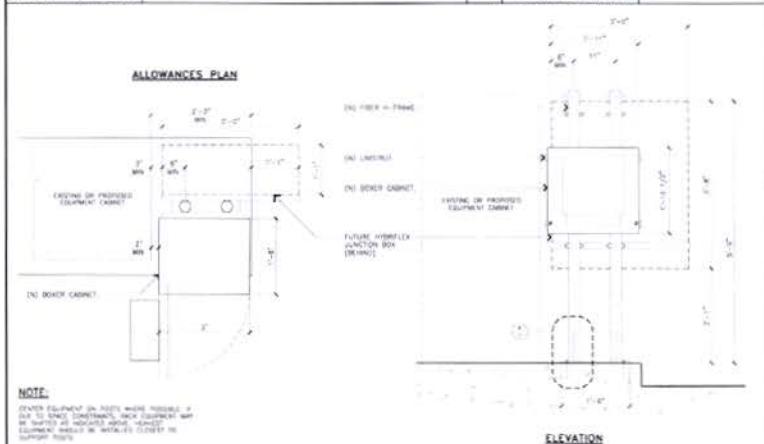
**AAV-0**





H-FRAME MOUNTING 4

BOXER CABINET SPECIFICATIONS 3



BOXER CABINET H-FRAME MOUNTING 2

BOXER CABINET SPECIFICATIONS 1



REVISIONS		
REV.	DATE	DESCRIPTION
1	04/26/12	ISSUE FOR REVIEW
2	05/21/12	ISSUE FOR APPROVAL

**ALU APPROVED ON 05/02/12**



**RVDJXC073**  
**SUNRISE**

**EQUIPMENT DETAILS**

**AAV-2**