

COUNTY OF SAN MATEO

PERMIT AGREEMENT

(No. 5297)

2415 University Avenue

East Palo Alto, California

PERMITTEE:

**T-Mobile West, LLC, a Delaware limited liability company
(T-Mobile Site ID: SF70319M)**

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PERMIT AGREEMENT
No. 5297

2415 University Avenue, East Palo Alto, California

1. PARTIES. This Permit Agreement ("Permit"), dated for reference purposes only this _____ day of _____, 2023, is made by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Permittor"), and T-Mobile West, LLC, a Delaware limited liability company ("Permittee"). Permittor and Permittee agree as follows:

2. PREMISES. Permittor is the owner of that certain parcel of real property commonly known as 2415 University Ave., East Palo Alto, CA located at 2415 University Avenue., East Palo Alto, CA (APN: 063-103-370) the "Property", and more particularly described in Exhibit A (Property/Parcel Map). The Premises consist of a portion of the Property including (i) approximately 178 square feet of roof space, and antenna mounting space on the building's exterior, for the installation and operation of a wireless communications site described in Exhibit B (Site Plan/Equipment Plan) and (ii) the non-exclusive right of access over and through such portions of the Property as are necessary for Permittee's use of the Premises, and more particularly shown in Exhibit A. In connection with its use of the Premises, and for the Term of this Permit, Permittor grants Permittee a non-exclusive and non-possessory license for the placement and use of wiring and conduit, as shown in Exhibit B. It is the intent of the Parties that the License hereby granted shall be co-terminus with the Permit.

3. IMPROVEMENTS AND INSTALLATIONS. Permittee shall have the right to make and maintain improvements to the Premises in accordance with the plans attached as Exhibit B (Site Plan/Equipment Plan). Permittee shall obtain the prior written consent of Permittor, which consent shall not be unreasonably withheld, conditioned or delayed, for any modifications to the Premises not shown in Exhibit B. After initial installation, and with the written consent of the Permittor, the Permittee, shall be permitted to add equipment/antennas only if a like size, weight and quantity of equipment/antennas are removed in concert with that addition.

Permittee shall obtain all necessary governmental approvals and permits prior to commencing any improvements or modifications, and shall provide Permittor with ten (10) days written notice prior to the start of construction. All contractors and subcontractors of Permittee for work performed at the Premises shall be duly licensed by the State of California, and all work shall be performed in a good, safe and workmanlike manner.

Prior to the installation of equipment, Permittee must obtain any and all licenses required in order to operate the site for the intended use. Copies of said license(s) shall be provided by Permittee to Permittor upon receipt by Permittee.

Permittor enters this Permit solely in its proprietary capacity as owner of the Property and not in any capacity as a zoning, land-use, or building/planning authority. Nothing in this Permit shall be construed as approval or issuance of a use permit, building permit, or any

other approval as may be required by and issued by the San Mateo County Department of Planning and Building and/or any other applicable government agency.

4. USE. Permittee may use and occupy the Premises for the installation, construction, removal, replacement, maintenance, and operation of a wireless communication site utilizing the existing and the proposed equipment as shown on the attached Exhibit B ("Site Plan/Equipment Plan").

Permittee acknowledges that, subject to the limitations set forth in Section 20 (Equipment Conflict) but otherwise without affecting the rights and obligations of the Parties hereunder, Permittor may, in its sole discretion, grant to other operators the right to install and use similar facilities at the Property.

Permittee shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or the Property, or cause cancellation of any insurance policy covering the Premises or the Property. Permittee shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Permittee cause, maintain or permit any nuisance in, on or about the Premises or the Property. Permittee shall not commit or suffer to be committed any waste in or upon the Premises or the Property.

PERMITTEE ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES GOVERNING THEIR USE, OCCUPANCY AND POSSESSION. PERMITTEE REPRESENTS AND WARRANTS TO PERMITTOR THAT PERMITTEE HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF PERMITTEE'S OWN CHOOSING, THE CONDITION OF THE PREMISES AND THE SUITABILITY OF THE PREMISES FOR PERMITTEE'S INTENDED USE. PERMITTEE HAS DETERMINED, BASED SOLELY ON ITS OWN INVESTIGATION, THAT THE PREMISES ARE SUITABLE FOR PERMITTEE'S BUSINESS AND INTENDED USE. PERMITTEE ACKNOWLEDGES AND AGREES THAT NEITHER PERMITTOR NOR ANY OF ITS AGENTS HAVE MADE, AND PERMITTOR HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE RENTABLE AREA OF THE PREMISES, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES OR THE PROPERTY, THE PRESENT OR FUTURE SUITABILITY OF THE PREMISES FOR PERMITTEE'S BUSINESS, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. PRIMARY TERM. Unless sooner terminated pursuant to the provisions hereof or sooner extended pursuant to Section 6, the primary term of this Permit shall be for five (5) years commencing on the date this Permit is executed by Permittor, as authorized by the County of San Mateo Board of Supervisors in its sole and absolute discretion ("Effective Date"). Payment of the Base Permit Fee due hereunder shall commence on the Effective

Date. In the event the Effective Date falls on a day other than the first day of a calendar month, said partial month, together with the first twelve (12) full calendar months, shall be deemed to be the first year of the Primary Term and each successive twelve (12) full calendar months shall be the successive year of the Term.

6. RENEWAL TERM. Subject to the limitations set forth in this section, Permittee shall have the option to renew this Permit for one additional five (5) year term beyond the primary term ("Renewal Term"). Said renewal shall be under the same terms, covenants and conditions as the initial agreement, except for adjustment of the Permit Fee as specified in Section 7D (Renewal Term Fee Adjustment) of this Permit.

Notwithstanding anything to the contrary contained in this Permit, Permittee's right to extend the Primary Term by exercise of the foregoing option shall be conditioned upon the following:

A. **NOTICE:** Permittee shall give Permittor written notice of its election to exercise its option not later than one hundred eighty (180) days prior to the expiration of the Primary Term.

B. **ASSIGNMENT:** Except for the permitted assignment pursuant to Section 29 (Assignment by Permittee), if all or a portion of the Premises under this Permit has been assigned, this option shall be deemed null and void, and neither Permittee nor any assignee shall have the right to exercise such option during the term of such assignment.

C. **CONTINUOUS OPERATION:** Permittee must have been in continuous operation in accordance with Section 4 (Use) except for reasonable periods of downtime and to the extent within Permittee's reasonable control during the Primary Term in effect at the time Permittee exercises its option.

7. PERMIT FEE.

A. **BASE PERMIT FEE.** Subject to the adjustments hereinafter set forth, Permittee agrees to pay Permittor, as Base Permit Fee for the Premises, the annual sum of Ninety-Six Thousand and 00/100 DOLLARS (\$96,000.00) payable in equal monthly installments of Eight-Thousand and 00/100 DOLLARS (\$8,000.00) in advance on or before the first day of each and every calendar month ("Base Permit Fee"). Within ten (10) days after Permittor executes this Permit, Permittee shall pay to Permittor the Base Permit Fee for the first full month as well as the first partial month in the event Permittor executes the Permit on a day other than the first day of a month. All payments shall be delivered to Permittor at the following address, or such other address as Permittor shall designate in writing to Permittee:

Department of Public Works
Accounts Receivable
Permit No. 5297
555 County Center,
5th Floor
Redwood City, CA 94063

B. PRORATED PERMIT FEE. The Base Permit Fee and all other fees and charges for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of that calendar month.

C. BASE PERMIT FEE ADJUSTMENT. On each Adjustment Date, the Base Permit Fee for the following twelve-month period shall be adjusted to equal one hundred three percent (103%) of the Base Permit Fee for the permit year preceding such Adjustment Date. By definition herein, the first Anniversary Date shall occur on the first day of the first full month following the first twelve (12) months after the Effective Date of the Primary Term. By example, if the Effective Date of this Permit is July 14, 2022, the first Anniversary Date for the permit fee adjustment would be August 1, 2023, and annually thereafter on each August 1st throughout the Primary Term, or any extension thereof as provided in Section 6 herein (Renewal Term) of this Permit.

D. RENEWAL TERM FEE ADJUSTMENT. During the first year of the Renewal Term, if the option for the Renewal Term is validly exercised pursuant to Section 6, the Base Permit Fee shall be adjusted as set forth in Section 7C (Base Permit Fee Adjustment) or, at the election of Permitter delivered to Permittee in writing within thirty days of receipt of Permittee's notice provided pursuant to Section 6A (Renewal Term; Notice), shall be adjusted to then current fair market permit fees for like space.

Current fair market permit fees shall be established in accordance with the County's radio site equipment rates or any replacement schedule formulated by the County of San Mateo, provided, however, in no event shall the Base Permit Fee be reduced below the Base Permit Fee for the permit year prior to commencement of the Renewal Term. The Base Permit Fee for the initial year of the Renewal Term shall be determined and agreed to by both parties at least sixty (60) days prior to the commencement date of the Renewal Term. If an agreement on fair market permit fees cannot be reached by the parties within sixty (60) days prior to the commencement date of the Renewal Term, the Base Permit Fee for the Renewal Term shall be the rate proposed by the Permitter provided, however, that Permittee may, at any time during the subsequent twelve months, terminate this Permit by giving Permitter thirty (30) days written notice. If Permittee does not, within such twelve-month period, deliver to Permitter written notice of termination, this Permit shall continue in full force and effect for the entire Renewal Term. All other terms and conditions hereof shall apply.

E. LATE CHARGES. Permittee hereby acknowledges that late payment by Permittee to Permitter of the Base Permit Fee or other sums due under the provisions of this Permit will cause Permitter to incur costs not contemplated by this Permit, the

exact amount of which would be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices and accounting charges. Accordingly, if any installment of the Base Permit Fee or of any sum due from Permittee is not received by Permittor or postmarked within five (5) days after said amount is due, then Permittee shall pay to Permittor a late charge equal to five percent (5%) of the permit fee in effect at that time or Fifty Dollars (\$50.00), whichever is greater. A late charge shall be applied each month that the permit fee or any sum due is delinquent. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Permittor will incur by reason of the late payment by Permittee. Acceptance of late charges by Permittor shall in no event constitute a waiver of Permittee's default with respect to such overdue amount, nor prevent Permittor from exercising any of the other rights and remedies granted under the provisions of this Permit. Any Fee, if not paid within five (5) days following the due date, shall bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate an individual is permitted to charge under law (the "Interest Rate"). However, interest shall not be payable on late charges incurred by Permittee nor on any amounts on which late charges are paid by Permittee to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Permittee.

8. TERMINATION.

A. BY PERMITTEE: Permittee shall have the right to terminate this Permit at any time upon thirty (30) days prior written notice to Permittor for any of the following reasons:

- i. If the approval of any agency, board, court or other governmental authority necessary for the construction and/or operation of Permittee's communications facility cannot be obtained, or is revoked, or if Permittee determines the cost of obtaining such approval is commercially infeasible, or
- ii. If, prior to operation, Permittee determines that the Premises is not appropriate for locating Permittee's communication facility for environmental and/or technological reasons including, but not limited to, signal interference.

B. BY PERMITTOR: Permittor shall have the right to terminate this Permit at any time upon thirty (30) days prior written notice to Permittee only for any of the following reasons:

- i. If Permittee's communication equipment causes interference with Permittor's communication equipment located on the Property and Permittee's communication equipment cannot be corrected, or
- ii. If Permittor determines that the Property or any portion thereof, including the Premises, has a more appropriate use including, but not limited to, any County or public use, or sale; or

- iii. If Permittee remains in default under Section 22 (Default; Remedies) of this Permit after the applicable cure periods.

If Permittor terminates this Permit under the provisions of the above Section 8(B)(ii), Permittor shall use commercially reasonable efforts in assisting Permittee in identifying a "Replacement Location" on the Property. In the event an adequate Replacement Location can be identified, Permittor and Permittee shall execute an amendment to this Permit modifying the description of the Premises and development and use conditions as necessary and appropriate, and this Permit shall remain in full force and effect. Permittee shall pay all relocation costs incidental to such substitution of the Premises. In the event that an adequate Replacement Location cannot be located, Permittee shall have the right to terminate this Permit upon at least ninety (90) days advance written notice to Permittor, and this Permit will terminate on the same terms and conditions as if it had expired at the end of the Term.

Upon termination as provided for under the terms of Section 8A (Termination by Permittee), or Section 8B (Termination By Permittor), neither party will owe the other party any further obligation under the terms of this Permit, except as may otherwise be specifically provided herein and except for Permittee's responsibility to remove all of Permittee's communications equipment from the Premises and restore the Premises to its original condition, as near as practicable, save and except normal wear and tear and acts beyond Permittee's control.

C. **DAMAGE/DESTRUCTION/CONDEMNATION.** In the event of any damage to, destruction of or condemnation of all or any part of the Premises which renders the Premises unusable or inoperable, either party shall have the right, but not the obligation, to terminate this Permit and all of its duties and obligations hereunder by giving written notice to the other party within thirty (30) days after such damage, destruction or condemnation unless said damage was caused by the negligence or willful misconduct of the party issuing such notice. Permittee acknowledges that it has no property interest in the Premises and that Permittor alone shall be entitled to any condemnation proceeds paid as a result of any condemnation of the Premises, except for any relocation payments owing to Permittee under California law.

Upon the expiration or termination of this Permit for any reason, Permittee shall remove its equipment and all personal property in accordance with Section 18 (Removal of Improvements) hereof.

9. HAZARDOUS MATERIALS ACTIVITY. Permittee shall not store, handle or generate hazardous materials/waste/underground tanks on the Premises except for fuel, batteries, and solvents used in connection with an emergency generator and only in the event of disruption of electrical service to the Premises. In the event that Permittee does store, handle, or generate hazardous materials on the Premises, Permittee shall be deemed to be in breach of this Permit and shall be subject to such remedies as are available to Permittor under law, and as provided herein. Additionally, Permittee shall be liable for the payment of all costs of investigation and remediation of hazardous materials on the Premises that may

be required in the event that Permittee does store, handle, or generate hazardous materials on the Premises, and shall relieve, indemnify, protect, and save harmless Permittor against any and all claims and liabilities, of any kind or nature whatsoever, arising out of the presence of any such hazardous materials introduced to the Premises by Permittee.

Hazardous material means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing would be injurious to the health and safety of persons or harmful to the environment if released into the work place or the environment. Examples of such hazardous materials are, but are not limited to: waste oil, solvents, gasoline and compressed gases.

Permittor represents and warrants to Permittee that there is no pending claim, lawsuits, proceeding or other legal, quasi-legal or administrative challenge concerning the Property or Premises, the operation thereof, or any condition existing thereon which relates to the presence of any Hazardous Materials in, under or around the Property. Permittor further represents and warrants, to the best of Permittor's knowledge, that there are no Hazardous Materials present in, on, under or around the Property and/or Premises in violation of any applicable law.

10. NATURE OF PERMIT. This Permit does NOT constitute the grant of a lease, deed, easement, or conveyance or transfer of any property ownership interest whatsoever.

11. ACCESS. Permittee acknowledges that the Property is an operating public facility. Permittor acknowledges that Permittee's equipment will operate on a twenty-four (24) hour a day, seven (7) days per week basis, and reasonable full time access is required. Permittor shall determine the allowable access route to the Premises, which shall be subject to modification by Permittor from time to time.

Subject to the provisions of Section 3 (Improvements and Installations) and Section 17 (Alterations or Additions) hereof, and subject to the allowable access route as determined by Permittor, Permittee may enter the Premises at any time without prior notice being given to Permittor for the maintenance and operation of Permittee's existing communications facilities.

County reserves for itself and any of its designated agents, the right to enter the Premises as follows: (i) on a regular basis without advance notice to supply any necessary or agreed-upon service to be provided by County hereunder; (ii) on an occasional basis, at all reasonable times after giving Permittee reasonable advance written or oral notice, to show the Premises to prospective Permittees or other interested parties, to post notices of non-responsibility, to conduct any environmental audit of Permittee's use of the Premises, to repair, alter or improve any part of the Premises, and for any other lawful purpose; and (iii) on an emergency basis without notice whenever County believes that emergency access is required. County shall have the right to use any means that it deems proper to open gates or doors in an emergency in order to obtain access to any part of the Premises, and any

such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, the Premises, or an eviction, actual or constructive, of Permittee from the Premises or any portion thereof.

12. CLAIMS. Permittee shall at all times indemnify and save Permitter harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

13. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS. In the event of damage to or destruction of the Premises or any portion thereof by reason of the negligence or willful misconduct of Permittee, its agents, officers, employees or invitees, Permittee shall, within thirty (30) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the Premises at Permittee's sole cost.

14. PERMITS. Permitter acknowledges that Permittee is obligated to contact the appropriate governmental agencies for the purpose of obtaining all permits and approvals necessary for the construction, operation, and maintenance of Permittee's communication facility. Permitter agrees to fully cooperate with Permittee in obtaining the necessary permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with the permits.

15. MAINTENANCE. Permittee expressly agrees to maintain the Premises and Equipment at Permittee's sole expense, in a safe, clean, wholesome, and sanitary condition, to the reasonable satisfaction of Permitter and in compliance with all laws, rules, and regulations applicable to Permittee's specific use thereof.

Permittee shall not allow any offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, nor any material detrimental to the public health to accumulate or remain on the Premises. It is expressly understood that Permitter shall have no responsibility whatsoever to make any improvements or repairs or perform any maintenance to Permittee's Premises.

16. UTILITIES. Permittee expressly agrees that Permittee shall be responsible for obtaining and providing any and all electrical and electronic communication services to the Premises required for Permittee's use, including, but not limited to, the cost to install, connect, maintain and operate said facilities. Permitter will cooperate with Permittee in Permittee's efforts to obtain utilities from any location provided by Permitter or the servicing utility, including signing any permit or other instrument reasonably required by the utility company. Said responsibility for all costs associated with utilities shall include the installation of a separate electrical meter, if applicable. Provided adequate capacity is available from Permitter's existing service, upon Permittee's written request, Permitter shall allow Permittee to install sub-metering equipment on Permitter's existing utility services. Permittee agrees to install, at Permittee's cost, the required equipment, meters and

connections and to make any other necessary modifications and will reimburse Permitior monthly for Permittee's use of utilities at a rate equal to Permitior's unit cost for the utilities. The specifications of such equipment shall be submitted to Permitior for written approval prior to installation, which approval shall not be unreasonably withheld.

17. ALTERATIONS OR ADDITIONS. Permittee shall not make, construct, install or suffer to be made any alterations, additions (including antennas, wires, supports, poles or towers) or improvements to or on the Property, the Premises, or any part thereof, without the written consent of Permitior first had and obtained, except that Permittee may exchange or replace the communication equipment located on the Premises which has been previously approved by Permitior with similar equipment of substantially the same (or smaller) size and weight. Prior to any exchange or replacement of equipment, Permittee shall provide 30 days written notice to Permitior. Such notice shall include plans, specifications and information sufficient to verify the exchange or replacement qualifies as similar equipment of substantially the same (or smaller) size and weight. In the event Permitior consents to the making of any alterations, additions or improvements to the Premises and/or the Property by Permittee, the same shall be made by Permittee at Permittee's sole expense.

18. REMOVAL OF IMPROVEMENTS UPON EXPIRATION OR TERMINATION. Upon the expiration or termination of this Permit for any reason including, but not limited to, bankruptcy, Permittee shall immediately (and in no event later than seven (7) days after termination) remove from the Premises the Equipment and any other property placed on the Premises by Permittee or any of Permittee's Agents. Such removal shall be performed in such a manner as to not interfere with the continuing use of the Premises by Permitior and others. Permittee shall, at Permittee's sole expense, repair any damage to the Premises, or any facilities or equipment on the Premises, caused by such removal. Upon any failure of Permittee to remove the Equipment and any other possessions of Permittee pursuant to this Section, Permitior shall have the option, but not the obligation, to remove the Equipment from the Premises and store the Equipment, all at Permittee's expense, upon thirty (30) days advance written notice to Permittee. Any damages to the Equipment occasioned by such removal and storage are expressly waived by Permittee. Any Equipment so removed will be returned to Permittee upon payment in full of all removal and storage costs and any past due Base Permit Fees, plus an administrative charge equal to ten percent (10%) of the total of said removal, storage, and past due Base Permit Fee costs. Notwithstanding the foregoing, any Equipment not retrieved by Permittee within sixty (60) days after removal from the Premises by Permitior shall be deemed abandoned by Permittee and shall become the property of Permitior without further action by either party. Such abandonment shall not relieve Permittee of liability for the costs of removal and storage of the Equipment.

19. FIXTURES. Permitior covenants and agrees that no part of the improvements constructed, erected, or placed by Permittee on the Premises and/or Property or other real property owned by Permitior shall be or become, or be considered as being, affixed to, or a part of Permitior's real property, and any and all provisions and principles of law to the contrary withstanding, it being the specific intention of Permitior to covenant and agree that

all improvements of every kind and nature constructed, erected, or placed by Permittee on the Premises or other real property owned by Permitter, shall be and remain the property of the Permittee except as provided in Section 18 (Removal of Improvements) of this Permit. Permittee has the right to remove all Permittee's Equipment at its sole expense on or before the expiration or termination of this Permit. Permitter acknowledges that Permittee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Permittee's Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Permitter (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Permittee's Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any permit fee due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings, subject to the provisions of Section 18.

20. EQUIPMENT CONFLICT. Permittee agrees to use equipment of a type and frequency, which will not cause interference with communications equipment currently under the operation and control of Permitter or any other communications provider under an existing Permit with Permitter as of the Effective Date hereof. If the Permitter's communication equipment involves public safety communications and if the Permittee's equipment causes any interference to public safety communications, the Permittee's equipment will be immediately taken out of service without exception by Permittee. If Permittee's equipment interferes with the Permitter's public safety communications, the determination to take out of service the Permittee's equipment shall be at the Permitter's sole discretion, except as provided below:

A. Permittee will not cause radio frequency and/or electrical interference to the existing equipment of Permitter or to any other occupant, Permittee, or any other user ("Existing User") of the Property whose equipment was located at the Property upon the earlier of: (i) the effective date; or (ii) the date Permittee installs its Communications Equipment, provided that the equipment used by any Existing User or Permitter is operating within the technical parameters specified by its manufacturers and as defined by the FCC. Upon written notice from Permitter to Permittee of such interference, Permittee will take all reasonable steps to correct such interference in a timely manner. If such interference cannot be corrected within five (5) business days from receipt of Permitter's Notice, Permittee will cease using its Communications Equipment, except for testing, until such time as Permittee corrects the interference to Permitter's satisfaction. In the event Permittee cannot correct the interference, Permittee will have the option to terminate this Permit without further liability hereunder, upon (30) days written Notice to Permitter and Permittee shall remove its equipment in a timely manner and at Permittee's sole cost and expense.

B. After the date of this Permit, Permitter will not grant a permit to any other party for use of the Property or modify any existing agreement for use of the Property, or

change its use of the Property or permit an Existing User of the Property to make any changes to its use of the Property, if such use would in any way materially adversely affect or interfere with the operation of Permittee's communication equipment. If another occupant, tenant, permittee or other user or an Existing User of the Property makes such a change and causes uncorrected radio frequency and/or electrical interference with Permittee's communication equipment, Permittor will require the party causing such interference to either correct such interference or stop using the equipment that is causing the interference. If after thirty (30) days such interference has not been completely corrected to Permittee's reasonable satisfaction, Permittee will have the option to terminate this Permit.

C. Permittee shall not, subsequent to its initial installation of equipment, make any modification to its equipment or the use thereof during the Term that will cause radio frequency and/or electrical interference to the equipment of Permittor then in operation, nor to that of any other occupant, tenant, permittee or other user of the Property. Any such user in operation at the time of such modification or change in use shall be considered an Existing User as set forth in Section 20A above, and the provisions of that Section shall apply.

21. TAXES.

A. REAL PROPERTY TAXES. Permittor shall pay all real property taxes, if any, levied against the Premises. Permittee shall pay its share of any general and special assessments, if any, to the extent assessed against the Premises as a result of Permittee's improvements thereto or use thereof during the term of this Permit.

B. PERSONAL PROPERTY TAXES. Permittee shall pay, or cause to be paid, before delinquency, any and all taxes and assessments levied against Permittee's personal property in the Premises.

C. POSSESSORY INTEREST TAX. Permittee recognizes and understands in executing this Permit that its interest in the Premises created herein may be subject to a "Possessory Interest Tax" that the County Assessor may impose on such interest, and any such tax would be the liability of and be paid solely by Permittee. Permittee agrees to pay promptly when due, any Possessory Interest Tax imposed on its interest in the Premises and/or Property.

22. DEFAULT; REMEDIES

A. EVENTS OF DEFAULT. Any of the following shall constitute an event of default (the "Event of Default") by Permittee hereunder:

- i. A failure to comply with any covenant, condition or representation made under this Permit and such failure continues for fifteen (15) days after the date

of written notice by Permitter, provided that if it is not feasible to cure such default within such 15-day period, Permittee shall have a reasonable period to complete such cure if Permittee promptly undertakes action to cure such default within such 15-day period and thereafter diligently pursues the same to completion within sixty (60) days after the receipt of notice of default from Permitter. Permitter shall not be required to provide such notice more than twice in any twelve (12) month period with respect to any material non-monetary defaults and after the second notice in any calendar year, any subsequent failure by Permittee during such 12-month period shall constitute an Event of Default hereunder;

ii. A vacation or abandonment of the Premises for a continuous period in excess of five (5) business days; or

iii. An appointment of a receiver to take possession of all or substantially all of the assets of Permittee, or an assignment by Permittee for the benefit of creditors, or any action taken or suffered by Permittee under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

B. REMEDIES. Upon the occurrence of an Event of Default Permitter shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law or in equity:

i. Permitter may terminate Permittee's right to possession of the Premises at any time by written notice to Permittee. Upon such termination in writing of Permittee's right to possession of the Premises, this Permit shall terminate and Permitter shall be entitled to recover damages from Permittee as provided in California Civil Code Section 1951.2 or any other applicable existing or future legal requirement providing for recovery of damages for such breach.

ii. Permitter may continue this Permit in full force and effect and may enforce all of its rights and remedies under this Permit, including, but not limited to, the right to recover any fee as it becomes due.

iii. During the continuance of an Event of Default, Permitter may enter the Premises without terminating this Permit and remove all Permittee's Personal Property, Alterations and trade fixtures from the Premises and store them at Permittee's risk and expense. If Permitter removes such property from the Premises and stores it at Permittee's risk and expense, and if Permittee fails to pay the cost of such removal and storage after written demand therefore and/or to pay any fee then due, then after the property has been stored for a

period of thirty (30) days or more Permittor may sell such property at public or private sale, in the manner and at such times and places as Permittor deems commercially reasonable following reasonable notice to Permittee of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for and the conducting of such sale, any delinquent amount due under this Permit, and for attorneys' fees and other legal expenses incurred by Permittor in connection therewith.

Permittee hereby waives all claims for damages that may be caused by Permittor's re-entering and taking possession of the Premises or removing and storing Permittee's personal property pursuant to this Section, and Permittee shall indemnify, defend and hold Permittor harmless from and against any and all Claims resulting from any such act. No re-entry by Permittor shall constitute or be construed as a forcible entry by Permittor.

iv. Permittor may require Permittee to remove any and all Alterations from the Premises or, if Permittee fails to do so within ten (10) days after Permittor's request, Permittor may do so at Permittee's expense.

C. **PERMITTOR'S DEFAULT.** Permittor shall not be considered to be in default under this Permit unless:

i. Permittee has given written notice specifying the default; and

ii. Permittor has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective acts for defaults that cannot be reasonably cured within sixty (60) days.

This Permit may be terminated without further liability on thirty (30) days prior written notice by Permittee if Permittor does not cure a default as set forth herein.

23. LIABILITY; VANDALISM. Permittee agrees that Permittor shall not be responsible for any damage to Permittee's property due to vandalism or natural disasters or for the cost of repair or replacement thereof.

24. INDEMNIFICATION AND INSURANCE.

A. Permittee agrees to indemnify and save harmless Permittor and its officers and employees from all claims, suits, or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property of any kind whatsoever and to whomsoever belonging, from any cause or causes whatsoever arising from this Permit or any actions of Permittee or its contractors related to, or in any way connected with, the Premises during the term of this Permit or any extension hereof, except to the extent such claims are caused by the intentional misconduct or

negligent acts or omissions of Permittor, its employees, contractors, servants or agents.

The duty of the Permittee to indemnify and save harmless, as set forth hereinabove, shall include the duty to defend as established in Section 2778 of the California Civil Code, except as provided herein or required by law.

B. Permittee, at no cost to the County, shall procure and keep in effect at all times during the Term insurance as follows:

i. Commercial general liability insurance with limits of One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability meeting the indemnification obligations herein, broad-form property damage, fire damage legal liability (of not less than Fifty Thousand Dollars (\$50,000)), personal injury, products and completed operations, and explosion, collapse and underground (XCU).

ii. Worker's Compensation Insurance with Employer's Liability Limits of not less than \$1,000,000 each accident.

iii. Business automobile liability insurance with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles, as applicable, if Permittee uses automobiles in connection with its use of the Premises.

iv. Such other insurance as is generally required by commercial owners on properties similar in size, character, use and location as the Property, as may change from time to time.

C. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the expiration or termination of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Permit, such claims shall be covered by such claims-made policies.

D. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

E. All liability insurance policies, excluding workers compensation and employers' liability, shall provide the following:

- i. Include as additional insured the County of San Mateo, its officers, agents and employees.
- ii. That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits.

F. Each insurance policy required pursuant to Section 24B(i). above shall be issued by an insurance company authorized in the State of California and with a general policyholders' rating of "A-" or better and a financial size ranking of "Class VIII" or higher in the most recent edition of Best's Insurance Guide.

G. All policies shall provide that insurers will endeavor to provide at least thirty (30) days' advance written notice to County of cancellation, except for nonpayment of premium, mailed to the address(es) for County set forth in the Basic Permit Information.

H. Permittee shall deliver to County certificates of insurance in form and from insurers satisfactory to County, evidencing the coverage required hereunder, on or before the Commencement Date and Permittee shall provide County with certificates or policies thereafter at least seven (7) days before the expiration dates of expiring policies. In the event Permittee shall fail to procure such insurance, County may procure, at its option, without waiving any rights or remedies which Permittor may have for Permittee's default hereunder, the same for the account of Permittee, and the reasonable cost thereof shall be paid to County within five (5) days after delivery to Permittee of bills therefore.

I. Upon County's request, Permittee and County shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the County of San Mateo is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the Premises, then Permittee shall, at County's request, increase the amounts or coverage carried by Permittee to conform to such general commercial practice.

J. Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's liability or any of Permittee's other obligations under this Permit.

K. Notwithstanding anything to the contrary in this Permit, if any of the required

insurance coverage lapses and is not immediately renewed nor replaced, County may elect, at its sole discretion, to terminate this Permit by delivering to Permittee five (5) days written notice of termination and, if so delivered, this Permit shall so terminate unless Permittee renews the insurance coverage within the five (5) day notice period.

24.1 PERMITTEE'S PERSONAL PROPERTY. Permittee shall be responsible, at no cost to the County, for Permittee's Personal Property.

24.2 COUNTY'S SELF INSURANCE. Permittee acknowledges that County self-insures against casualty, property damage and public liability risks and agrees that County may at its sole election, but shall not be required to, carry any third-party insurance with respect to the Property, the Premises or otherwise.

24.3 WAIVER OF SUBROGATION. Notwithstanding anything to the contrary contained herein, County, in the event the County does not self-insure, and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Property or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent (i) such loss or damage is actually recovered from valid and collectible insurance covering the Waiving Party, and (ii) the Waiving Party's insurance carrier agrees to its written waiver of right to recover such loss or damage.

25. ENTRY BY PERMITTOR/PERMITTEE.

A. BY PERMITTEE. Permittee shall give ten (10) days advance written notice to Permittor prior to the commencement of Permittee's installation and construction of its communications facility. Thereafter, and subject to the provisions of Section 11 (Access) and Section 14 (Permits) of this Permit, Permittee has the right to enter the Premises at any time without prior notice being given to Permittor for the installation, construction, maintenance, operation, modification or addition of Permittee's existing communications facilities.

B. BY PERMITTOR. Permittor reserves and shall have the right to enter the Premises at any and all reasonable times, to inspect same, supply any services to be provided by Permittor to Permittee hereunder, to show the Premises to any prospective purchasers or Permittees, to post notices of non-responsibility, and to alter, improve, repair or restore the Premises as Permittor may deem necessary or desirable, without abatement of permit fee, so long as Permittor does not unreasonably interfere with Permittee's operations. For each of the aforesaid purposes, Permittor shall at all times have and retain a key with which to unlock all of the gates and/or doors in, upon and about the Premises, excluding Permittee's vaults, cabinets, safes and files. Permittor's right to enter the Premises is subject to: (a)

Permittor having given not less than twenty-four (24) hours prior notice to Permittee, and (b) an employee or agent of Permittee being present during each and any entry to the Premises.

C. **EMERGENCY - BY PERMITTOR.** Other provisions of this Section notwithstanding, in the event of an emergency, Permittor shall have the right to use any and all means which Permittor may deem proper to gain entry to the Premises without liability to Permittor except for any failure to exercise due care for Permittee's property. Any entry to the Premises obtained by Permittor by any said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Permittee from the Premises or any portion thereof.

26. HOLDING OVER. In the event that Permittee, with or without Permittor's written consent, holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Permittee shall pay to Permittor a monthly permit fee increase of ten (10) percent above the monthly permit fee in effect upon the date of such expiration and otherwise subject to all provisions of this Permit except those pertaining to the duration of the term of this Permit or any extensions thereof. Permittee's use and occupancy will continue from month-to-month, at will, until terminated by Permittor or Permittee by the giving of thirty (30) days' written notice to the other. Nothing in this Section is to be construed as consent by Permittor to the occupancy or possession of the Premises by Permittee after the expiration of the term or any extension thereof.

27. AUTHORIZED REPRESENTATIVE OF THE COUNTY OF SAN MATEO. The County Executive Officer, or the designee of the County Executive Officer, shall be the only authorized agent of the County of San Mateo for purposes of giving any notices (including, but not limited to, termination under the terms hereof), enforcing any provision, or exercising any rights, options, privileges, or obligations of the County of San Mateo under this Permit. This Permit shall not be valid or have legal effect unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a Resolution adopted in accordance with the California Government Code.

28. NOTICE. All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

Permittor:

County of San Mateo
County Executive Officer's
Office
Real Property Division
555 County Center, 4th Floor
Redwood City, CA 94063

Permittee:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No. SF70319M

The address to which any notice or demand may be given to either party may be changed by thirty (30) day prior written notice.

29. ASSIGNMENT BY PERMITTEE. Permittee shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Permittee's interest in this Permit or in the Premises without Permittor's prior written consent. Any assignment or encumbrance without Permittor's consent shall be voidable and, at Permittor's election, shall constitute a default, subject to any applicable cure periods. No consent to any assignment or encumbrance shall constitute a further waiver of provisions of this Section.

30. CONSENT. Whenever under this Permit the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

31. ENTIRE AGREEMENT AND BINDING EFFECT. This Permit and any attached exhibits constitute the entire agreement between Permittor and Permittee; no prior written promises, and no prior, contemporaneous or subsequent, oral promises or representations shall be binding. This Permit shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience only and neither limit nor amplify the provisions of this instrument. The provisions of this Permit shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Permittor and Permittee. This Permit shall not be effective or binding on any party until fully executed by both parties hereto.

32. PROCESSING FEE. Permittor shall require a processing fee from Permittee, to reimburse the County for its costs associated with the review of any request from Permittee.

33. RESERVATIONS. This Permit shall at all times be subject to such rights-of-way for such sewers, pipe lines, conduits, and for such telephone, telegraph, light, heat or power lines, as shall have been duly established or as may from time to time be reasonably determined by Permittor.

This Permit is subsequent to and subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear on record in the office of the County Recorder, County of San Mateo, State of California. Permittee covenants not to disturb the quiet and peaceful enjoyment of any and all parties having any legal right, title, interest or privilege in and to the Premises and that the use of the Premises

by Permittee shall at all times be conducted with proper regard for such rights, titles, interests and privileges.

34. LIENS.

A. Permittee shall keep the Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Permittee.

B. If any lien is filed against the Property as a result of the acts or omissions of Permittee, or Permittee's employees, agents, or contractors, Permittee must discharge the lien or bond the lien off in a manner reasonably satisfactory to Permittor within thirty (30) days after Permittee receives written notice from any party that the lien has been filed.

C. If Permittee fails to discharge or bond any lien within such period, then, in addition to any other right of remedy of Permittor, Permittor may, at Permittor's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to Permittor provided that such methods are specified in writing by Permittor to Permittee.

D. Permittee must pay on demand any amount paid by Permittor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Permittor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

35. SAN MATEO COUNTY NO SMOKING ORDINANCE. Permittee is aware that on April 18, 2006, the County of San Mateo modified its Ordinance Code, adopting Section 4.96.040, which prohibits smoking in all County facilities whether owned or leased. Permittee understands that said Ordinance authorizes County to enforce the provisions contained therein and Permittee agrees to enforce the provisions of said ordinance on the Premises.

36. NON-DISCRIMINATION

A. Permittee shall comply with any applicable provisions of Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. No person shall, on the grounds of race, color, religion, ancestry, sex, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status,

or political affiliation be denied any benefits or subject to discrimination under this Permit.

C. Permittee shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Permit. Permittee's equal employment policies shall be made available to Permittor upon request.

D. With respect to the provision of employee benefits, Permittee shall comply with the County Ordinance that prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

37. GENERAL PROVISIONS.

A. COMPLIANCE WITH LAW. Permittee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Permittee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Permittee in any action against Permittee, whether Permittor be a party thereto or not, that Permittee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Permittor and Permittee.

B. RULES AND REGULATIONS. Permittee shall faithfully observe and comply with the rules and regulations that Permittor shall from time to time promulgate. Permittor reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Permittee upon delivery of a copy of them to Permittee. Permittor shall not be responsible to Permittee for the nonperformance of any said rules by any other Permittees or occupants, or the public.

C. AUTHORITY OF PARTIES.

i. Corporate Authority. If either party hereto is a corporation, each party executing this Permit on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of said corporation, in accordance with a duly adopted resolution of the board of

directors of the corporation or in accordance with the by-laws of the corporation, and that this Permit is binding upon the corporation in accordance with its terms.

ii. Partnership. If either party hereto is a partnership or other unincorporated association, each party executing this Permit on behalf of the partnership or other association represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of the partnership or association, in accordance with the partnership agreement or the agreement of said association.

D. WAIVER. The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the permit fee hereunder by Permittor shall not be deemed to be a waiver of any preceding breach by Permittee of any term, covenant or condition of this Permit, other than the failure of the Permittee to pay the particular permit fee so accepted, regardless of Permittor's knowledge of such preceding breach at the time of the acceptance of such permit fee.

E. JOINT OBLIGATION. "Party" shall mean Permittor or Permittee; and if there be more than one Permittee or Permittor, the obligations hereunder imposed upon Permittees or Permittors shall be joint and several.

F. TIME. Time is of the essence of this Permit and each and all of its provisions in which performance is a factor.

G. RECORDATION. Neither Permittor nor Permittee shall record this Permit.

H. QUIET POSSESSION. Upon Permittee paying the permit fee and other fees or charges reserved hereunder and observing and performing all of the terms, covenants and conditions on Permittee's part to be observed and performed hereunder, Permittee shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Permit.

I. INABILITY TO PERFORM. This Permit and the obligations of Permittee hereunder shall not be affected or impaired because Permittor is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Permittor.

J. NEGATION OF PARTNERSHIP. Permittor shall not become or be deemed a partner or a joint venturer with Permittee by reasons of the provisions of this Permit.

K. SALE OR TRANSFER OF PREMISES. In the event of any sale or transfer of the Premises, Permittor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Permit arising out of any act, occurrence or omission occurring after the consummation of such sale or transfer; and the purchaser or transferee, at such sale or transfer or any subsequent sale or transfer of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties or their successors in interest or between the parties and any such purchaser or transferee, to have assumed and agreed to carry out any and all of the covenants and obligations of Permittor under this Permit.

L. NAME. Permittee shall not use the name of the Premises or of the development, Property or facility in which the Premises may be situated for any purpose other than as an address of the business to be conducted by Permittee in the Premises.

M. SEVERABILITY. Any provision of this Permit which shall prove to be invalid, void, illegal or unenforceable shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

N. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

O. SIGNS AND AUCTIONS. Permittee shall not place any sign upon the Premises or conduct any auction thereon without Permittor's prior written consent.

P. PROVISIONS, COVENANTS AND CONDITIONS. All provisions herein, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

Q. CAPTIONS, TABLE OF CONTENTS. The captions and the Table of Contents of this Permit (if any) shall have no effect on the interpretation of this Permit.

R. PAYMENTS IN U.S. MONEY. Base Permit fee and all sums payable under this Permit must be paid in lawful money of the United States of America.

S. SINGULAR AND PLURAL. When required by the context of this Permit, the singular shall include the plural.

T. CHOICE OF LAW. This Permit shall be construed, interpreted and governed in accordance with the laws of the State of California.

U. VENUE. The venue for any court action to interpret or enforce this agreement or to litigate any claim arising out of this agreement shall be had in State Court of the County of San Mateo.

BALANCE OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, Permitter and Permittee have executed this Permit as of the date and year first above written.

Date _____

PERMITTEE:

T-MOBILE WEST, LLC,
a Delaware limited liability company

By: Darryl Hawkins

Name: Darryl Hawkins

Title: SVP



TMO Signatory Level: L03

PERMITTOR:

Date _____

COUNTY OF SAN MATEO,
a Political Subdivision of the State of California

By _____

President, Board of Supervisors

ATTEST:

By: _____
Clerk of the Board

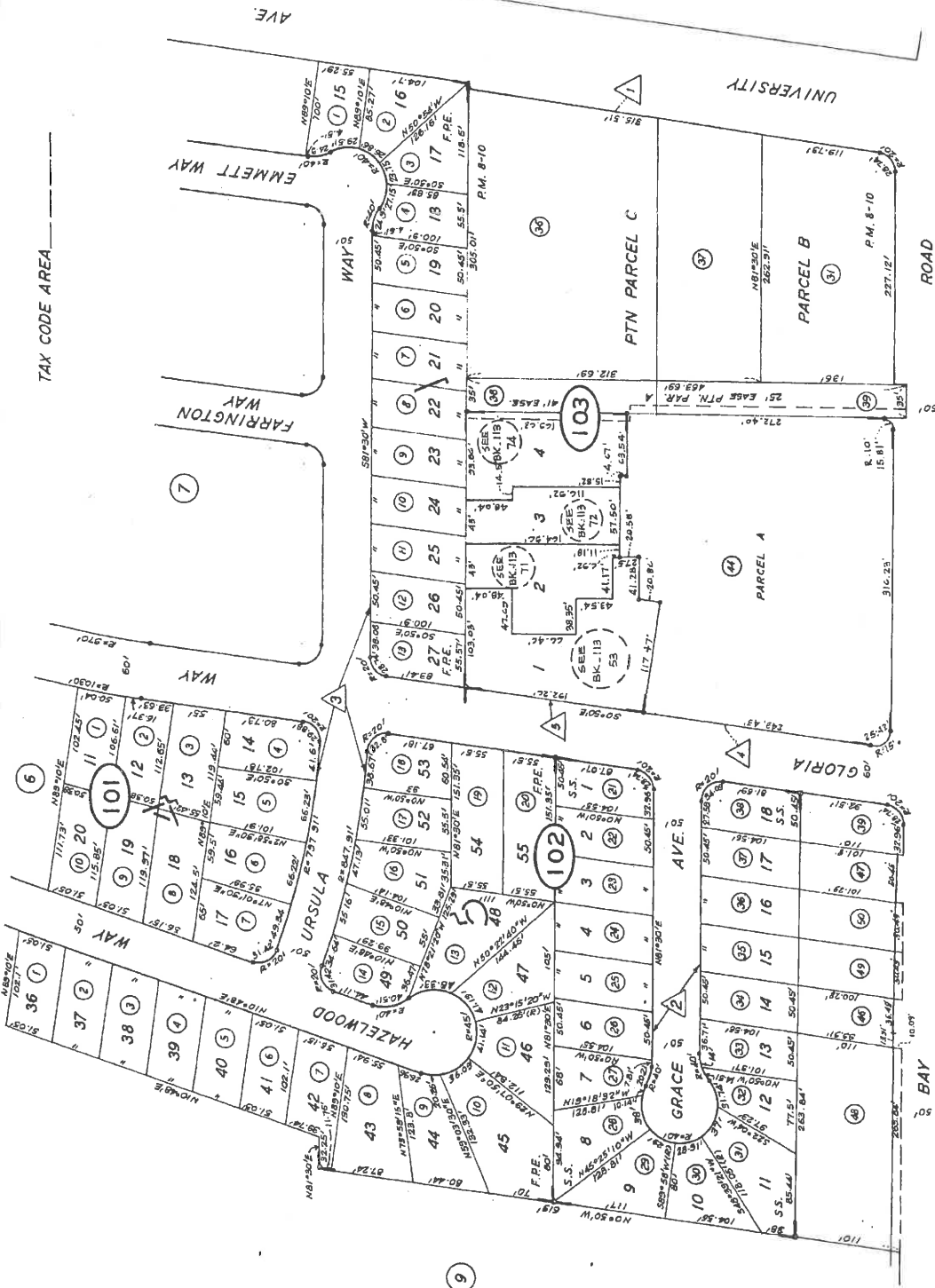
EXHIBIT A
PROPERTY MAP
(see attached)

EXHIBIT A

066439

63-10

TAX CODE AREA



- 1. PARCEL MAP VOL. 8/10
- 2. SANTA SUSANNA SUB. NO. 1 RSM 37/16
- 3. FLOOD PARK ESTATES AMEND RSM 43/11

- 4. PARCEL MAP VOL 68/44-45
- 5. GLORIA WAY HOUSING RSM 127/3-4
- 6. GLEN WAY

D.M. ASSESSOR'S MAP COUNTY OF SAN MATEO, CALIF.

066439

EXHIBIT B
SITE PLAN/CONSTRUCTION DRAWINGS

(see attached)

ANCHOR/L600/L1900/67D5994DB ODE+6160
RFDS VER 8

T-Mobile®

T-Mobile®
Stick Together®

1855 GATEWAY BLVD, SUITE 900
CONCORD, CA 94520

PROJECT INFORMATION

(L600/ANCHOR)
SF70319M
SF0319 EAST PALO ALTO
2415 UNIVERSITY AVENUE
EAST PALO ALTO, CA 94503
SAN MATEO COUNTY

CURRENT ISSUE DATE

05/02/22

ISSUED FOR

CONSTRUCTION

REV. DATE DESCRIPTION BY

A	08/12/20	90% CD	ASE
B	11/20/20	100% CD	JEB
C	03/20/21	REVISED 100% CD	JEB
D	06/02/22	REVISED 100% CD	JEB

PLANS PREPARED BY



7345 Woodley Ave. #201, Van Nuys, CA 91406
Phone: (818) 840-0000 Fax: (818) 840-0006

CONSULTANT



7345 Woodley Ave. #201, Van Nuys, CA 91406
Phone: (818) 840-0000 Fax: (818) 840-0006

DRAWN BY

CHK.

APV

JEB

TMH

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SITE NUMBER: SF70319M
SITE NAME: SF0319 EAST PALO ALTO
SITE TYPE: ROOFTOP
CITY: PALO ALTO
COUNTY: SAN MATEO
JURISDICTION: CITY OF PALO ALTO

PROJECT SUMMARY

SITE ADDRESS:

2415 UNIVERSITY AVENUE
EAST PALO ALTO, CA 94503
PROPERTY OWNER/CONTACT:
SPRINGBROOK MASONIC TEMPLE
101 TEMPLE WAY
VALLEJO, CA 94591

APPLICANT:

T-MOBILE WEST, LLC
1855 GATEWAY BLVD, SUITE 900
CONCORD, CA 94520
PROJECT MANAGER:
T-MOBILE PROJECT MANAGER:
JESSE BURGESS
CONSTRUCTION MANAGER:
JORDAN EGLER

SITE SUMMARY

OCCUPANCY CLASSIFICATION: GROUP U (UNMANNED TELECOMMUNICATIONS FACILITY)

USE CLASSIFICATION: COMMUNICATIONS BUILDING; UTILITIES

ZONE CLASSIFICATION: UTILITIES

BUILDING TYPE: ROOFTOP

APN: 052-195-140

CASE NO.: TBD

PROJECT DESCRIPTION

THE PROJECT ENTAILS:

1. REMOVE (3) EXISTING ANTENNA-C-AND ANTENNA, (1) PER SECTOR

2. REMOVE (3) EXISTING TWIN STYLE 3C PPS/AMP-700P TMA, (1) PER SECTOR

3. REMOVE (3) EXISTING TWIN STYLE 1A B25 TMA, (1) PER SECTOR

4. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

5. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

6. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

7. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

8. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

9. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

10. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

11. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

12. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

13. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

14. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

15. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

16. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

17. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

18. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

19. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

20. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

21. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

22. ADD (3) NEW ANTENNA-C-AND ANTENNA, (1) PER SECTOR

DRAWING INDEX

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A-3	NEW ANTENNA LAYOUT PLAN
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LEGAL DESCRIPTION

APN: 052-195-140

ACCESSIBILITY REQUIREMENTS

THE FACILITY IS UNMANNED AND NOT FOR CONTINUOUS HUMAN HABITATION.
SECTION 1103.2.7 (LIMITED ACCESS SPACES)
SECTION 1103.2.9 (EQUIPMENT SPACES)

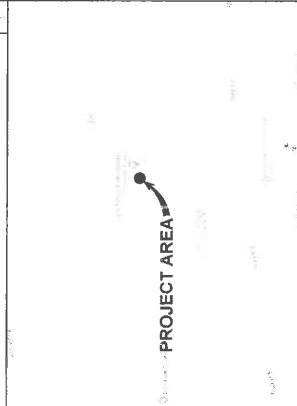
CODE COMPLIANCE

- CALIFORNIA ADMINISTRATIVE CODE (INCL. TITLES 24 & 25) 2019
- CALIFORNIA ELECTRICAL CODE 2019
- CALIFORNIA MECHANICAL CODE 2019
- CALIFORNIA PLUMBING CODE 2019
- CALIFORNIA FIRE CODE 2019
- CITY / COUNTY ORDINANCES
- CALIFORNIA FIRE CODE 2019 EDITION
- ASCE 7-16
- ASCE 7-10
- ASCE 7-05
- ASCE 7-02
- ASCE 7-01
- ASCE 7-00
- ASCE 6-10
- ASCE 6-08
- ASCE 6-05
- ASCE 6-03
- ASCE 6-01
- ASCE 5-10
- ASCE 5-08
- ASCE 5-05
- ASCE 5-03
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- ASCE 1-10
- ASCE 1-08
- ASCE 1-05
- ASCE 1-03
- ASCE 1-01
- ASCE 0-10
- ASCE 0-08
- ASCE 0-05
- ASCE 0-03
- ASCE 0-01

GENERAL LOCATION MAP



VICINITY MAP



DRIVING DIRECTION

FROM T-MOBILE OFFICE, 1855 GATEWAY BLVD., STE. 900, CONCORD, CA 94520.
GET ON CA-242 S FROM CLAYTON RD. HEAD WEST TOWARD CLAYTON RD. TURN LEFT TOWARD
UNIVERSITY AVENUE. TAKE CA-242 S. TAKE CA-242 W. I-880 S. AND CA-84 W. TO UNIVERSITY ARE IN MIDDLE
PARK. MERGE WITH CA-242 S. MERGE WITH I-880 S. USE THE RIGHT 3 LANES TO TAKE EXIT
46 FOR CA-74 TOWARD JAFAR/TE/JOHNSON. CONTINUE ONTO CA-24 W. KEEP LEFT AT THE
JAFAR/TE/JOHNSON INTERCHANGE. TAKE THE RIGHT 3 LANES TO TAKE EXIT 5
CONTINUE ONTO I-880 S. KEEP LEFT TO STAY ON I-880 S. TAKE EXIT 21 TOWARD
DUMAGAN BRIDGE. MERGE WITH CA-84 W. FOLLOW UNIVERSITY ARE TO YOUR DESTINATION
UNIVERSITY ARE TO YOUR DESTINATION. TURN LEFT ONTO UNIVERSITY ARE TURN
RIGHT. TURN LEFT DESTINATION WILL BE ON THE LEFT.

TITLE SHEET

SHEET NUMBER

T-1

2

SF70319M

[illegible]

1. GENERAL
2. ALL PART PRODUCT LINES SHALL BE SHOWN WILLIAMS SPEC-1 SPECIFICALLY NOTED OTHERWISE.
3. CONTRACTOR SHALL PREPARE ALL SURFACES AND APPLY ALL FINISHES PER LATEST EDITION OF MANUFACTURER'S SPECIFICATIONS
4. COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS REGARDING SUFFICIENT PROTECTIVE COATINGS TO BE APPLIED TO ALL SURFACES RECOMMENDED BY MANUFACTURER FOR EXPOSURE TO WEATHER CONDITIONS
5. FINISH COLOR AND TEXTURE OF ALL PAINTED SURFACES SHALL MATCH EXISTING ADJACENT SURFACES UNLESS OTHERWISE NOTED.
6. ALL PAINT MATERIAL DATA SHEETS SHALL BE PROVIDED TO THE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO APPLICATION.
7. PREPARE PROTECTIVE COATINGS OVER ALL EXISTING SURFACES TO BE SANDGRAINED AND NON-HYDROBLOOMING. PREPARE UNPAINTED SURFACES BY ACID ETCH OR SOLVENT CLEANING IN ACCORDANCE WITH SSPC-SP-10.
8. FINISH GRIP COATINGS, INCLUDING WAXING AND PROTECTIVE METHODS TO BE APPLIED TO ALL SURFACES TO BE PROTECTED FROM WEATHER AND FACILITIES
9. APPLY PAINT IN RELESS SPROY, SANDING LIGHTLY BETWEEN EACH SUCCEEDING COAT TO REMOVE EXCESS COATINGS AND TO ACHIEVE A COATING NO THINNER THAN THE DRY FILM THICKNESS INDICATED
10. APPLY BLOCK PUTTY TO CONCRETE BLOCK CONSTRUCTION AT A RATE TO ENSURE COMPLETE COVERAGE, WITH PORES COMPLETELY FILLED
11. CONTRACTOR SHALL CORRECT GAPS, CRACKS, WAXES AND OTHER DEFECTS TO BE CORRECTED PRIOR TO THE APPLICATION OF FINISH COATINGS. THE CONSTRUCTION MANAGER, PERMIT AS NECESSARY, TO ADVISE SURFACES WHICH ARE SMOOTH, IDEAL COAT WITH UNIFORM SHEEN AND FREE FROM BLEMISHES
12. PAINTING SCOPE
13. PAINT THE FOLLOWING MATERIALS AND SYSTEMS CHECKED BELOW

[illegible]

PAINTING SCOPE

- [illegible]

PROPERTY LINE
WOOD FENCE
WOOD FENCE
CHAIN LINK FENCE
POWER SERVICE
TELEO SERVICE
TELEO AND PUMP SERVICE
COAX CABLE
GROUNDING

AREA AND/OR ROOM NUMBER

700

McMILLAN, L. J.

BASELINE SECTION
RESIDENTIAL

— SEE PL. 10, SHEET 1 —
— SEE PL. 10, SHEET 1 —
— SEE PL. 10, SHEET 1 —
— SEE PL. 10, SHEET 1 —

CROSS SECTION
RESIDENTIAL

— SEE PL. 10, SHEET 1 —
— SEE PL. 10, SHEET 1 —
— SEE PL. 10, SHEET 1 —
— SEE PL. 10, SHEET 1 —

SPECIFICATIONS

[illegible]

1855 GATEWAY BLVD., SUITE 900
CONCORD, CA 94520

PROJECT INFORMATION

(L600/ANCHOR)
SF70319M
SF0319 EAST PALO ALTO
2415 UNIVERSITY AVENUE
EAST PALO ALTO, CA 94303
SAN MATEO COUNTY

=CURRENT ISSUE DATE=

05/02/22

DISCUSSION FOR

CONSTRUCTION

REV.: DATE: DESCRIPTION: BY:

A	08/12/20	90% CD	ASE
0	11/20/20	100% CD	EB
1	03/30/21	REVISED 100% CD	EB
2	05/02/22	REVISED 100% CD	EB

PLANS PREPARED BY:



7543 Woodley Ave., #201, Van Nuys, CA 91406
Office (818) 840-0808 Fax (818) 840-0706

E-CONSULTANT:



7543 Woodley Ave., #201, Van Nuys, CA 91406
Office (818) 840-0808 Fax (818) 840-0708

DRAWN BY: CHK. APV.

	CO	TW	TW
CO			
TW			
TW			



—SHEET TITLE C—

ABBREVIATIONS, SPECIFICATIONS AND SYMBOLS

CHEST NUMBER 338

T-32

SF7031

Stick Together

1855 GREENWAY BLVD SUITE 800
CARLSBAD, CA 92008

PROJECT INFORMATION

LEAD/ANCHOR

SF70319M

SF0319 EAST PALO ALTO

2415 UNIVERSITY AVENUE
EAST PALO ALTO, CA 94303
SAN MATEO COUNTY

CURRENT ISSUE DATE

05/02/22

ISSUED FOR

CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
1	08/12/20	90% CD	ASE
2	11/20/20	100% CD	JEB
3	03/30/21	REVISED 100% CD	JEB
4	05/02/22	REVISED 100% CD	JEB

PLANS PREPARED BY

7543 Woodley Ave. #201 Van Nuys, CA 91410

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CONSULTANT

7543 Woodley Ave. #201 Van Nuys, CA 91410

Office: (818) 840-0860 Fax: (818) 840-0768

DRAWN BY

JEB

CHK

APV

LICENSE

SHEET TITLE

EXISTING ANTENNA LAYOUT PLAN

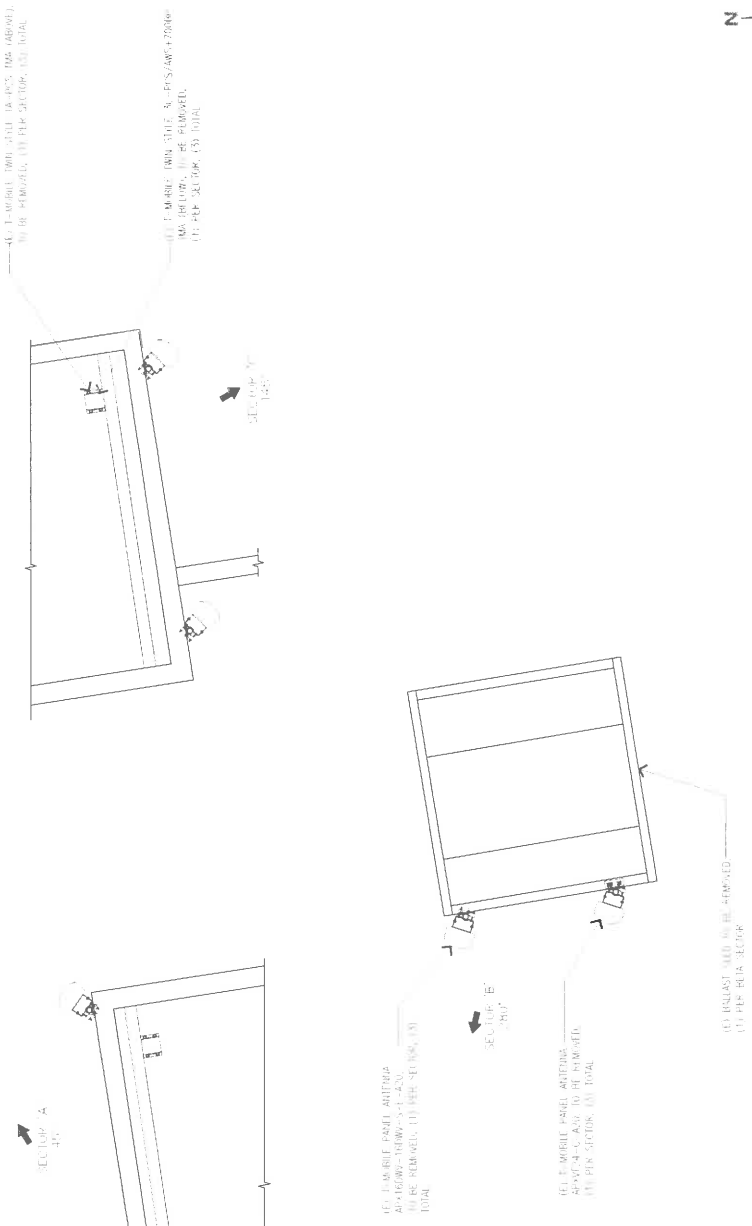
SHEET NUMBER

2

REVISION

A-2

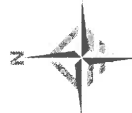
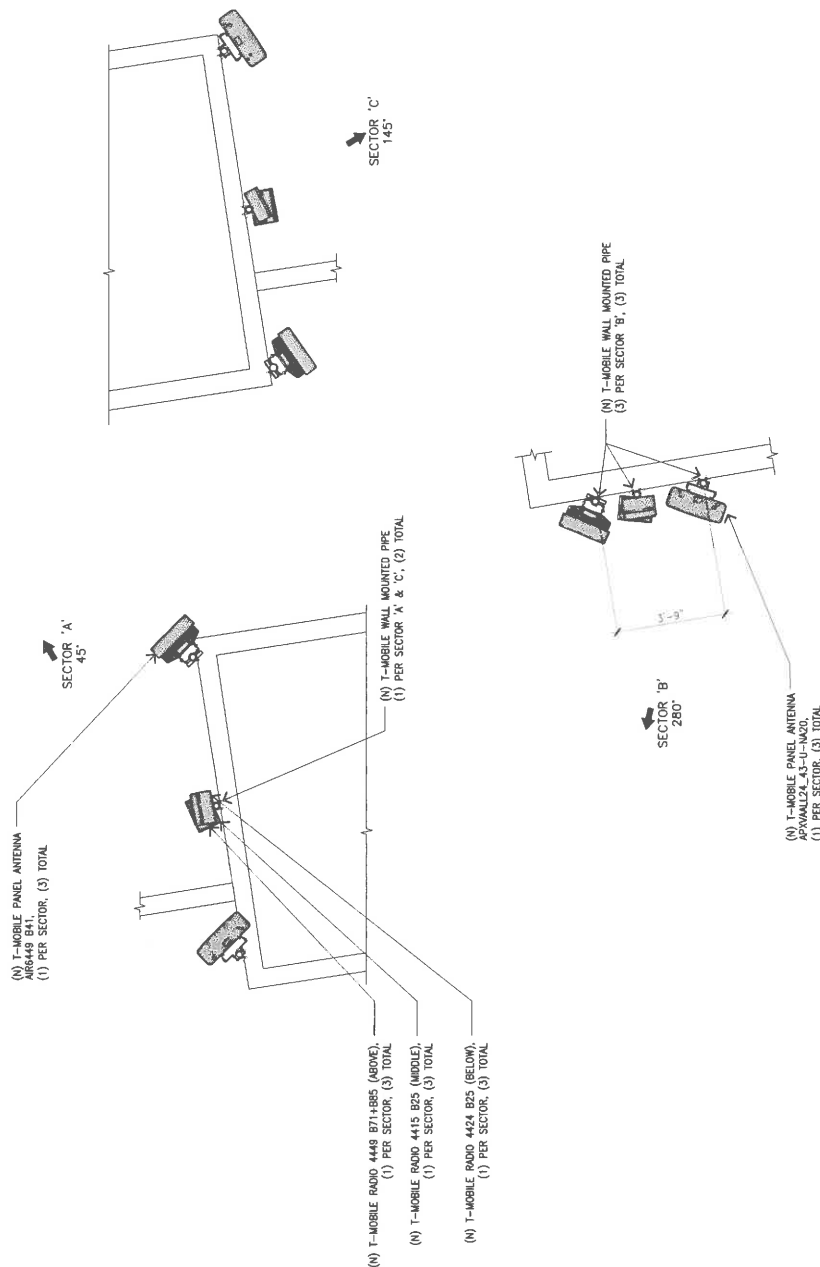
EXISTING ANTENNA SCHEDULE									
SECTION	ANTENNA	MODEL NO.	SIZE	QTY	100% CD	90% CD	100% CD	100% CD	100% CD
SECTION A	40'x20'x4'-A20	40'x20'x4'-A20	40'x20'x4'-A20	1	100%	100%	100%	100%	100%
	40'x20'x4'-A20	40'x20'x4'-A20	40'x20'x4'-A20	1	100%	100%	100%	100%	100%
SECTION B	40'x20'x4'-B20	40'x20'x4'-B20	40'x20'x4'-B20	1	100%	100%	100%	100%	100%
	40'x20'x4'-B20	40'x20'x4'-B20	40'x20'x4'-B20	1	100%	100%	100%	100%	100%
SECTION C	40'x20'x4'-C20	40'x20'x4'-C20	40'x20'x4'-C20	1	100%	100%	100%	100%	100%
	40'x20'x4'-C20	40'x20'x4'-C20	40'x20'x4'-C20	1	100%	100%	100%	100%	100%
TOTAL				3					



(E) ANTENNA LAYOUT PLAN

A	08/12/20	90% CD	ASE
0	11/20/20	100% CD	JEB
1	03/30/21	REVISED 100% CD	JEB
2	05/02/22	REVISED 100% CD	JEB

NEW ANTENNA SCHEDULE											
SECTOR	AZIMUTH	RAD CENTER	MODEL NO.	ANTENNA		RRU/TMA/SMART BIAS T		CABLE JUMPER		HCS/COAX CABLE	POWER
				SIZE	QTY.	TYPE	QTY.	QTY.	QTY.		
SECTOR "A"	31.1°	52.10°	ARR448 B41	33.1" L x 20.8" W x 8.6"D	1	-	-	-	4	-	-
			APXWALL24_43-U-MQ20	95.9" L x 24.0" W x 8.7"D	1	RADIO 4448 B71+BB5	1	4	2	1	HBRD TRUNK
						RADIO 4415 B25	1	12	8		
SECTOR "B"	29.0°	52.10°	ARR448 B41	33.1" L x 20.8" W x 8.6"D	1	-	-	-	4	-	-
			APXWALL24_43-U-MQ20	95.9" L x 24.0" W x 8.7"D	1	RADIO 4448 B71+BB5	1	4	2	1	HBRD TRUNK
						RADIO 4415 B25	1	12	8		
SECTOR "C"	14.0°	52.10°	ARR448 B41	33.1" L x 20.8" W x 8.6"D	1	-	-	-	4	-	-
			APXWALL24_43-U-MQ20	95.9" L x 24.0" W x 8.7"D	1	RADIO 4448 B71+BB5	1	4	2	1	HBRD TRUNK
						RADIO 4415 B25	1	12	8		
TOTAL					6		6	48	42	3	-



[illegible]