

EXHIBIT A

PDRW-38, Verizon Wireless 6890 Koll Center Parkway Conditions of Approval

1. The construction of a 65-foot tall faux pine to be operated as a wireless facility for Verizon Wireless shall be in substantial conformance to plans, photo simulations, and RF report, Exhibit B, dated "Received December 11, 2009", revised Site selection analysis dated "Received June 17, 2010", on file with the Planning Division, except as modified by the following conditions. Minor changes to the project may be allowed subject to prior approval by the Director Community Development if found to be in substantial conformance with the approved exhibits.
2. The personal wireless service facility shall adhere to the regulations contained in Chapter 18.110 (Personal Wireless Service Facilities) of the Pleasanton Municipal Code.
3. Prior to submitting for plan check, the applicant shall conduct a field survey, performed by a California licensed surveyor or civil engineer to determine the location of the proposed facility in relation to the existing underground sewer air line. Should the existing sewer air line need to be relocated, it shall be done at the applicant's cost per City standard specifications.
4. Prior to submitting for plan check, the applicant shall include vegetation on the subject site to screen the proposed wireless facility when viewed from the residential properties on Corte Monterey. Such vegetation shall be fast-growing evergreen trees. The specific species, locations, sizes and quantities are subject to the review and approval by the Director of Community Development. Additionally, such vegetation shall be planted upon the issuance of a building permit.
5. The standby emergency generator shall be tested from 8:00 a.m. to 5:00 p.m. Monday through Friday or from 10:00 a.m. to 12:00 noon on Saturday or Sunday only. The standby emergency generator shall not be tested for more than one hour during any day, and no testing shall be on "Spare the Air Days" in Alameda County.
6. All conditions of approval for this case shall be written or attached on all building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all construction plans kept on the project site. It is the responsibility of the project developer to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Planning Division must be received before any changes.
7. Prior to operating the antennas, the project developer shall install all signage required by the Federal Communications Commission.

8. Prior to the issuance of a building permit, the project developer shall submit to the Building and Safety Division a report from a structural engineer, licensed by the State of California, stating that the proposal would be structurally sound. No building permit shall be issued until the Chief Building Officer reviews and approves the structural report.
9. Prior to the issuance of a building permit, the property owner or authorized agent for the project shall provide a financial guarantee to the Building Division for the removal of the facility in the event that the use is abandoned, or its approval terminated. The financial guarantee shall be 10% of the cost of constructing the facility and shall be submitted in cash or as a bond. If submitted as a bond, the bond shall be valid for a minimum of eleven (11) years from the date of building permit issuance. Prior to the issuance of a building permit, the property owner or the authorized agent for the project shall also sign an interest waiver for the financial guarantee. In the event that the entire facility is removed from the site, the property owner or authorized agent for the project may request a refund of the financial guarantee. All refund requests shall be made through the Planning Division.
10. The personal wireless service facility plans shall be reviewed and approved by the Pleasanton-Livermore Fire Department and the Building and Safety Division prior to the installation of the personal wireless service facility. All required City permits must be obtained prior to the installation of the personal wireless service facility.
11. Within 45 days of initial operation, Verizon Wireless shall submit to the Planning Division a written certification by an electrical engineer licensed by the State of California that the personal wireless service facility, including the actual radio frequency radiation of the facility, is in compliance with the application submitted, all conditions imposed, and all provisions of Chapter 18.110 (Personal Wireless Service Facilities).
12. A report of all calculations, required measurements, and the engineering's findings, with respect to compliance with Federal radio frequency standards shall be submitted to the Planning Division within 2-3 years of the date of approval for this case and every 3 years after.
13. In the event that any portion of the personal wireless service facility is not in compliance with the provisions of Chapter 18.110, the applicant shall correct the deficiency within 30 days of the notification and provide evidence of the correction to the Director of Community Development.
14. Verizon Wireless shall hire a qualified electrical engineer licensed by the State of California, and approved by the Zoning Administrator to measure the actual radio frequency radiation of the personal wireless service facility and determine if it meets the Federal Communications Commission's standards.
15. Verizon Wireless shall report to the Director of Community Development any investigation undertaken by applicant regarding Radio Frequency Interference affecting

a City of Pleasanton resident. The results of the investigation and any corrective action, in any, shall also be reported to the Director of Community Development.

16. As specified in Chapter 18.110 (Personal Wireless Service Facilities), approval of the personal wireless service facility in this case, Case PDRW-38, is valid for a maximum of ten (10) years from the date of approval, until October 1, 2020. The applicant must reapply for approval to continue operation sixty (60) days prior to expiration.
17. To the extent permitted by law, the project applicant shall defend (with counsel reasonably acceptable to the City), indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim (including claims for attorneys fees), action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorneys fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.



August 4, 2010

Mark Lobaugh
 Complete Wireless Consulting, Inc.
 2009 V Street
 Sacramento, CA 95818

VIA CERTIFIED MAIL

RE: PDRW-38/6890 Koll Center Parkway

Dear Mr. Lobaugh:

In order to consider your application to establish a personal wireless service facility at 6890 Koll Center Parkway, staff has requested on several occasions¹ that the following information be provided:

1. A determination of the feasibility of collocating with T-Mobile at 6870 Koll Center Parkway. The "T-Mobile" facility is located approximately 1,000 feet south of the proposed location at the pump station site. Additionally, we have requested a map of the existing gap in coverage and the service area that would be achieved with the proposed site and with the collocation at 6870 Koll Center Parkway.
2. Enhanced photo simulations of the views of the proposed facility from I-680.

Thereafter, on July 27, 2010, I sent you a letter via certified mail requesting the information be submitted within seven (7) days. To date, nothing has been submitted and received.

Section 18.110.040 of the Pleasanton Municipal Code requires that the applicant investigate alternative sites that could service the same or similar coverage area and provide reasons for their rejection. Section 18.110.070 of the Pleasanton Municipal Code requires "stealth techniques to camouflage, disguise and/or blend them into the surrounding environment". Without the requested information, the City cannot ascertain whether your proposal can satisfy these requirements.


¹email to you dated June 24, 2010; our phone discussion on July 2, 2010.

Based on the above code requirements, and your failure to provide the requested information to demonstrate you have met them, the Zoning Administrator has found that the proposal failed to conform to the municipal code requirements. Therefore, your request to establish a personal wireless service facility at 6890 Koll Center Parkway (PDRW-38) is denied.

Denial of Design Review will become effective on August 20, 2010 (Pleasanton Municipal Code Chapter 18.144), unless appealed in writing prior to that time.

If you have any questions, please call me at (925) 931-5615, or via email at: jsoo@ci.pleasanton.ca.us

Sincerely,



Jenny Soo
Associate Planner



CITY COUNCIL AGENDA REPORT

July 21, 2009
Law Department

TITLE: APPROVE LEASE WITH VERIZON WIRELESS FOR CELLULAR ANTENNA FACILITIES ON CITY PROPERTY LOCATED NEAR THE BERNAL CORPORATE BUSINESS CENTER

SUMMARY

Verizon Wireless has requested to lease a portion of the City's sewer pump station site adjacent to the Bernal Corporate Business Center. The company would install its facilities (a pole, antenna and supporting infrastructure) on a small portion of the City's property in order to provide better cell phone coverage for its customers in the Pleasanton and Tri-Valley area. City staff has reviewed the area where the facilities would be installed and has determined that their location on the site will not interfere with the City's use of the site. Because, however, the planning department will need to review the design of the facilities to determine conformance with the City's telecommunications ordinance, the company will still be required to obtain the necessary planning approvals from Pleasanton before proceeding with installation of the facilities. The lease expressly provides that by entering into the lease the City's discretionary land use authority concerning the equipment/pole is not impaired. The monthly rent is \$2150 with an increase of 3% every year. The total term of the lease is 20 years.

RECOMMENDATION

Authorize the City Manager to execute a lease and other documents with Verizon Wireless for a cellular antenna facilities on City property.

FINANCIAL STATEMENT

Over a 20 year term, the lease will generate \$677,133.

BACKGROUND

Recently, Verizon Wireless contacted City staff to inquire whether the City would have an interest in leasing a portion of its sewer pump station site adjacent to the Bernal Corporate Business Center (it has a Koll Center Parkway address) for the placement of a cellular tower. The company's representatives have stated that an antenna in that location will better serve its customers in Pleasanton and the Tri-Valley area.

City staff from the Public Works Utilities Division met with the company's representatives at the site to understand what was being proposed and City staff has determined the proposed location of the company's facilities (a pole, antenna and supporting infrastructure) at the site will not interfere in any respect with the City's operation of the site. Other City staff then met with the company to negotiate the terms of a proposed lease. Those terms are discussed below.

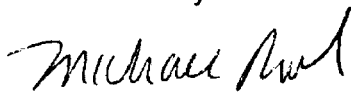
DISCUSSION

The rent at the site will be \$2100 per month, with a 3% increase every year. This rent is generally consistent with rents paid by cellular companies to public entities in the Bay Area. The term of the lease is 20 years. The company will be leasing only a small area of the site, a 40' x 25' parcel. The company will have the right to construct on the property improvements necessary to operate its communication system, will have the right to remove the improvements at the end of the lease, and will have access to the site in order to maintain its facilities. The company shall not, however, use the property in any way that interferes with the City's use of the property and the City may terminate the lease if the company's use of the property unreasonably interferes with the City's use, although that is not expected to occur.

Zoning Approvals

The facilities must also comply with the City's telecommunications ordinance. The company has been advised that Pleasanton retains its full discretionary land use authority over the planning application for the facilities and the City's approval of this lease is a process separate from the land use decision.

Submitted by:



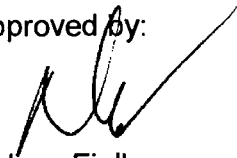
Michael Roush
City Attorney

Fiscal Review:



David P. Culver
Director of Finance

Approved by:



Nelson Fialho
City Manager

Attachments:

1. Lease Agreement

OPTION AND LAND LEASE AGREEMENT

This Agreement made this day of , 20 , between City of Pleasanton, a municipal corporation, with its principal offices located at 200 E. Bernal Ave, Pleasanton, CA 94566, hereinafter designated LESSOR and GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located at 6890 Koll Center Pkwy, Pleasanton, Alameda County, California, as shown on the Tax Map of the City of Pleasanton as Assessor Parcel Number 946-4557-002 and being further described in that certain Deed recorded on January 3, 1983 as Document #83-00157 in the Official Records of Alameda County (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 40' by 25' parcel containing 1000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen (15') foot wide right-of-way extending from the nearest public right-of-way, Koll Center Parkway, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1), to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty five (45) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of Five Hundred Dollars (\$500) to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in

writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect:

LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____ between City of Pleasanton, a municipal corporation, with its mailing address located at 200 E. Bernal Ave, Pleasanton, CA 94566, Social Security #/Tax ID # _____ hereinafter designated LESSOR and GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 6890 Koll Center Pkwy, Pleasanton, Alameda County, California, and being described as a 40' by 25' parcel containing 1000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen (15') foot wide right-of-way extending from the nearest public right-of-way, Koll Center Parkway, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the City of Pleasanton as Assessor Parcel Number 946-4557-002 and being further described in that certain Deed recorded on January 3, 1983 as Document #83-00157 in the Official Records of Alameda County.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-one Thousand Six hundred Dollars (\$21,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective.

However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL RENTAL INCREASE. The annual rental shall increase annually on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the previous year's annual rental.

6. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be solely responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals, provided, however, that nothing in this Section or any other

provision of this Agreement shall prohibit or interfere with LESSOR's full exercise of its police powers with respect to granting or denying LESSEE's application for Governmental Approvals. LESSOR shall not be in breach of this Agreement if LESSOR does not approve LESSEE's application for a City of Pleasanton Governmental Approval. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 8 and 28, neither Party shall be liable to the other, or any of their respective agents,

representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference within thirty (30) days of receipt of said notice. LESSOR acknowledges that the interference may come from different sources, and LESSEE shall only be responsible to correct interference caused by LESSEE's equipment. In the event LESSEE fails to so correct such interference after said notice and cure period, LESSEE shall be in default under this Agreement. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 32 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties

are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

15. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: if sent by certified mail:
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

if sent by commercial courier:
City of Pleasanton
123 Main Street
Pleasanton, CA 94566

LESSEE: GTE Mobilnet of California Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the

deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting

Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to

disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Pleasanton, a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

GTE Mobilnet of California Limited Partnership
d/b/a Verizon Wireless

By: Cellco Partnership,
Its: General Partner

By: _____
Name: Walter L. Jones, Jr.
Title: Area Vice President Network
Date: _____

Exhibit "A"

(Sketch of Premises within Property)

Exhibit "B"

(Survey)



EXHIBIT E

PAP - 148

RECEIVED

AUG 19 2010

CITY OF PLEASANTON
PLANNING DIVISION

August 19th, 2010

Jenny Soo
City of Pleasanton, Planning and Community Development
200 Old Bernal Ave.
Pleasanton, CA 94566

Re: Appeal of Denial of Design Review Decision

Verizon Wireless Communications Facility PDRW-38/6890 Koll Center Parkway

Dear Ms. Soo:

I am writing in response to your letter dated August 8, 2010, denying our project the ability to continue with the Design Review Process.

This project was originally submitted to the City of Pleasanton on September 21, 2009. On September 29th, 2009 a letter was provided by your office, stating that the project is "Complete, as it meets the submittal requirements for an existing wireless facility". Despite this letter your office has steadily and consistently requested revisions to existing exhibits, duplicate studies and in some cases new, replacement exhibits for items previously deemed acceptable. Some of these requests have come nearly ten months into the review process and after several meetings with staff and management. We have in good faith complied with these requests for additional and revised exhibits and gone to great lengths to communicate with staff in order to arrive at a mutually acceptable design for the site.

We have carefully and thoughtfully selected a site for this proposed telecommunications site that is ideally suited for the intended use. Beyond the fact that the site is located in an area that make the site feasible to provide coverage to the intended service area, there are many factors that make this site an ideal location for the intended use, including the following:

1. The current use of the parcel as a pumping station provides a compatible co-use of a large, unused portion of the City owned service yard.
2. The site is owned by the City and has the approval of the City Manager and as such will provide revenue to this municipality.
3. The site is extremely well screened from public view by a large, mature grove of redwood trees and other vegetation. In addition, the proposed site lies within a large, fenced compound that allows even greater separation between the proposed facility and the public. In addition, a "mono-pine" tower design has been proposed in order to further screen the tower from public view. This proposed "tree" has been extensively vetted by staff in order to match existing foliage as closely as possible.

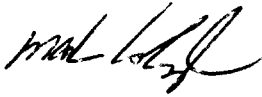
4. Sites meeting the very specific requirements for telecom sites are extremely difficult to acquire in this highly developed and densely populated portion of the City. This site provides ample room for ground equipment, tower screening and separation from the public, making it an ideal candidate for the proposed use.

5. This site has been designed to accommodate future carriers and could provide the additional benefit of limiting the need for additional towers in this service area.

We have worked in good faith with staff and management for nearly a year to develop a well designed telecommunication site that will improve cellular service to the residents of this area, while at the same time addressing the design concerns of the city. As previously stated, parcels meeting all the unique qualities required for telecommunication facilities are extremely rare and the loss of this site will certainly be an opportunity lost.

Please accept this letter as a formal Appeal to the 8/4/10 notice of "Denial of Design Review". As such, we request a hearing before the Planning Commission to request a reversal of this decision and to approve the project, so that we can proceed with plans to improve service to the many Verizon subscribers in the area.

Sincerely,



Mark Lobaugh

Complete Wireless Consulting (Consultant for Verizon Wireless)

City of Pleasanton

GIS

Department

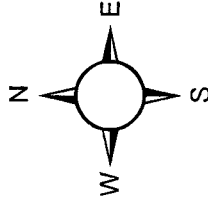


EXHIBIT F

Printed 8/31/201



PAP-148, Clearwire

City of Pleasanton

GIS

Department

6890 Koll Center Pkwy(100c)

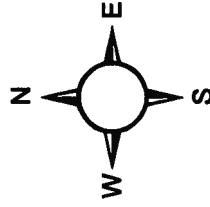


EXHIBIT G

Printed 8/31/2010

