CITY OF MORENO VALLEY TELECOMMUNICATIONS LICENSE AGREEMENT

This Telecommunications License Agreement ("License") is effective as of the date signed by Licensor and is by and between THE CITY OF MORENO VALLEY, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE MORENO VALLEY REDEVELOPMENT AGENCY hereinafter called "Licensor," and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company hereinafter called "Licensee."

The parties agree as follows:

1. Premises.

Licensor owns the real property located at 13170 Lasselle Street, Moreno Valley, CA 92553 and legally described in Exhibit "A" hereinafter called "Property." Subject to the following terms and conditions, Licensor licenses to Licensee that portion of Licensor's Property depicted in Exhibit "B," including all necessary and reasonable access and utility rights for installation, operation, and maintenance of Licensee's equipment, structures, and utilities (the "Premises"). Exhibit "C," Conditional Use Permit and Conditions of Approval, is attached hereto and incorporated by reference into this License Agreement.

2. Use.

- A. The Premises may be used by Licensee for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities, subject to the terms and conditions of this License.
- B. Licensee shall use the Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations and orders in effect.
- C. Licensor agrees, at no expense to Licensor, to cooperate with Licensee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Premises.
- D. The terms and conditions in this License are offered solely to Licensee as an inducement to execute the License for the Premises. Licensor would not necessarily license the Premises to another licensee on such favorable terms and conditions, it being understood that Licensor is specifically relying on the identity of Licensee in agreeing to the terms and conditions in this License. Licensee acknowledges that the License terms and conditions are for Licensee's benefit only so long as Licensee operates the business allowed by this License. But for the previously stated reasons,

Licensor would not enter into this License. Therefore, Licensee shall not voluntarily, involuntarily, or by operation of laws, sublicense all or any part of the Premises or allow it to be assigned or sublicensed to any person or entity other than Licensee except as otherwise permitted under Section 13.

E. Licensee shall not voluntarily, involuntarily, or by operation of laws, sublicense all or any part of the Premises or allow it to be sublicensed, to any person or entity other than Licensee (except as otherwise permitted under Section 13) without the prior written approval of Licensor, which approval will not be unreasonably withheld, delayed or conditioned. In the event Licensee sublicenses or permits the collocation of equipment or antenna space within the Premises or on Licensee's pole to a communications carrier unaffiliated to Licensee, the Rent (as defined below) due under this License shall increase by an amount equal to Fifty Percent (50%) of the current rent at the time of the sublicensing or collocation for each month the additional carrier's equipment is located within the Premises or on the pole. Notwithstanding anything in this License to the contrary, nothing in this License shall prohibit the shared use of Licensee's Facilities (as defined below) with another party pursuant to a strategic alliance, roaming, or other agreement with Licensee; provided, however, such third party does not install any equipment in or upon the Premises.

3. Conditions Precedent.

This License is conditioned upon Licensee obtaining all necessary federal, state, or local governmental permits and approvals enabling Licensee to construct and operate mobile/wireless communications facilities on the Premises.

4. Term.

This License is binding and in effect upon full execution and delivery by Licensor and Licensee. The term of this License ("Term") shall be five (5) years commencing sixty (60) days after Licensee has obtained all permits and approvals necessary to construct and operate Licensee's Facilities (as defined in Section 6B below) on the Premises ("Commencement Date"). Licensee shall have the right to extend the Term of this License for five (5) additional terms ("Renewal Term") of five (5) years each. The terms and conditions for the Renewal Term shall be the same terms and conditions of this License, except that the Rent shall be increased as set forth in Section 5. This License shall automatically be extended for each successive five (5) year Renewal Term unless notice is provided in writing of Licensor's, or Licensee's intention not to extend this License at least thirty (30) days but not more than 180 days prior to the expiration of the first five year Term or any Renewal Term.

At the expiration of the final Renewal Term of the License Agreement, Licensor and Licensee, at their option, shall renegotiate the License Agreement.

5. Rent.

- A. In consideration of the rights granted by this License, upon the Commencement Date and throughout the initial Term of this License, Licensee shall pay Licensor the sum of Thirty Thousand Dollars (\$30,000.00) per year as rent ("Rent"). Rent shall be payable on the Commencement Date, in advance, in monthly installments of Two Thousand Five Hundred Dollars (\$2,500.00)*,plus maintenance fee to Licensor at the address specified in Section 18 below. The rent shall increase at a rate of 3% each year on the anniversary date of the Commencement Date, for the remaining term of the License Agreement.
- B. * Rent is assessed based on a building size (including roofline) not exceeding 400 square feet, and one telecommunication tower. Buildings exceeding 400 square feet will be assessed at an initial rate of \$5.00 a square foot. Buildings less than 400 square feet will be assessed initial Rent of Two Thousand Dollars (\$2,000.00). The building design submitted by the Licensee is 500 square feet at roofline.
- C. If the Rent is not received by Licensor on or before the fifteenth (15th) day following the due date, it shall be deemed delinquent. If the Rent is not paid before delinquency, then the amount due and unpaid shall be subject to a late charge at the rate of five percent (5%) of the overdue amount, without limitation to Licensor's other rights and remedies under this License.
- D. Licensee may request to expand the Premises. Licensee must submit plans showing the proposed use beyond the existing square footage, and if determined to be in Licensor's best interests, Licensor will provide written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Rent shall be increased in proportion to the extra square footage included in the revised Premises.

6. Improvements; Access.

A. Licensee shall have the right (but not the obligation) at any time following the full execution and delivery of this License and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Licensee's Facilities (as defined herein) and for the purpose of preparing for the construction of Licensee's Facilities. During any Tests or pre-construction work, Licensee will have in effect the insurance required in Section 12, Insurance. Licensee will notify Licensor of any proposed Tests or pre-construction

- work and will coordinate the scheduling of same with Licensor. If Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee will notify Licensor and this License will terminate.
- B. Subject to all terms and conditions of this License, Conditional Use Permit, and Approved Plans and Specs, Licensee has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and structures, ("Licensee's Facilities") and lighting as specifically identified on the attached Exhibit B. In connection therewith, Licensee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Licensee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers, except that any change to the Licensee's Facilities adversely and materially affecting the visual appearance of the Premises, any modification of equipment which places an additional load on the Licensor's electrical system requiring an increase in Licensee's 200 amp service panel size and capacity shall be prohibited until approved in writing by Licensor, and such approval will not be unreasonably withheld, unreasonably conditioned or unreasonably Notwithstanding the forgoing, Licensee shall be entitled to exchange and replace equipment and antennas within the Premises provided that (i) any new equipment is either not physically or materially greater in size or not visible to the public; or (ii) any antennas are not substantially greater in size than those previously installed.
- C. Licensee shall submit an application to the City of Moreno Valley for a Conditional Use Permit and pay all applicable fees. Subject to the approval of a Conditional Use Permit, Licensee shall construct, maintain and operate said Facilities in accordance with the Conditions of Approval as set forth by the City's CEDD Planning, Building & Safety, Parks & Community Services Departments, and the Fire Prevention Bureau, et al, during the plan review process.
- D. Licensee shall obtain and pay for all building permits and fees as required. City approved temporary fencing shall be placed around the construction site for the duration of construction.
- E. As part of the installation of Licensee's Facilities, Licensee shall have the right to install electrical service, at Licensee's expense, including, but not limited to primary power and installation of an emergency back-up power system for Licensee's Facilities. Subject to Licensor's approval of the location, which approval shall not be unreasonably withheld, Licensee shall have the right to place utilities on (or to bring utilities across) Licensor's Property in order to service the Premises and Licensee's Facilities.

- F. Licensee shall commence and diligently pursue all of the construction and installation work described in this Section 6 so as to fully complete said work within 180 days of the Commencement Date subject to reasonable extension of time due to events of force majeure.
- G. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner as defined by the prevailing industry standard for public works projects.
- H. The Licensee shall provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each, in amounts and form as required by the Licensor. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code. The Bonds shall be City approved, prior to the issuance of building permits.
- Title to Licensee's Facilities installed or placed on the Premises by Licensee shall be held by Licensee. Licensee has the right to remove all of Licensee's Facilities at its sole expense on or before the expiration or termination of this License, except those portions of Licensee's Facilities which are full integrated into Licensor owned property and ballfield lighting system. It is the intent of the parties that electrical service and lighting for park facilities, including but not limited to park ballfield lighting, shall be a permanent Licensor installation and all electrical service components, panels, conduits, conductors, and shall remain in place upon termination of this License and title to same shall revert to the City of Moreno Valley. Upon termination of this License the Licensor shall have the option to have Licensee's structures and buildings removed at Licensee's sole expense or to have them remain in place. The Licensor will notify the Licensee thirty (30) days prior to the termination or expiration of this License as to the option of leaving or removing the structure. If said buildings and structures are allowed to remain in place title to same shall revert to the City of Moreno Valley. Licensor shall take title to said facilities in their then existing "AS-IS, WHERE-IS" condition, without representation or warranty from Licensee. All of Licensee's communication equipment shall at all times be and remain Licensee's personal property, not be considered fixtures, and in no event shall any part of Licensee's communications equipment be deemed or considered "integrated into Licensor owned property."
- J. Licensor shall provide continuous access to Licensee, Licensee's employees, agents, contractors and subcontractors a designated access route on Exhibit B to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Licensee. Licensor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Licensee to the extent required to construct, maintain, install and operate Licensee's Facilities on the Premises.

Licensee's exercise of such rights shall not cause undue inconvenience to the Licensor. Except in the event of an emergency (including equipment failure), Licensee shall provide a minimum of twenty-four (24) hours notice to the Owner and the City Parks Maintenance Division prior to access of the Premises for scheduled routine maintenance and other major work.

- K. For additional access and utility rights beyond those provided to Licensee by Licensor in this License, it shall be the responsibility of Licensee to obtain and pay for all additional easements, rights of entry and all incidentals necessary to Licensee's operations upon the Premises.
- L. Licensor shall maintain an access pathway from a public roadway to the Premises in a manner sufficient to allow access for Licensee's use of the Premises. Licensor shall be responsible for maintaining and repairing such access pathway, at its sole expense, except for any damage caused by Licensee's use of such access pathway; or replace damaged items. If Licensee causes any such damage, Licensee shall promptly repair all damages within ten (10) working days of Licensee's receipt of written notice from the Licensor. If the Licensee fails to make such repair or replacement within ten (10) working days of Licensee's receipt of written notice, the Licensor may cause the work to be done and the costs incurred thereby shall become the liability of the Licensee, and the Licensor shall be reimbursed said cost.
- M. Licensee shall fully and promptly pay for all utilities used by Licensee for the use, operation and maintenance of Licensee's Facilities in the Premises.
- N. Licensor shall be entitled to enter the Premises at any time to inspect Licensee's facilities for compliance with the terms of this License, and with all applicable Federal, state and local governmental regulations.
- O. Licensor retains the right to access the Premises during the term of this License for any purpose that does not interfere with Licensee's use of the Premises as provided herein.

7. Maintenance; Landscaping

- A. Licensee shall be responsible for repairing and maintaining Licensee's Facilities and any other improvements installed by Licensee on the Premises in a proper operating and reasonably safe condition. This shall include the repair of all damage incurred whether natural or man made.
- B. Upon acceptance of the site improvements, Licensor shall be responsible for all graffiti removal and abatement at the Premises. Licensee shall pay a graffiti removal and landscape maintenance fee in the amount of One Hundred Dollars (\$100.00) per month for said service. The abatement and landscape maintenance fee shall be noted as a separate line item.

The graffiti removal and landscape maintenance fee shall increase at a rate of 3% each year, for the remaining term of the License Agreement.

- 8. Interference with Communications.
 - A. Licensee agrees to install equipment of types and frequencies which will not cause interference to the currently existing communications equipment (as configured) of Licensor, Licensor's vendors, or other pre-existing licensees or lessees of the Premises. In the event Licensee's equipment causes such interference, Licensee shall cooperate with Licensor in determining the source and will immediately take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight (48) hours after receipt of written notice from Licensor to Licensee of the existence of such interference and Licensor has reasonably determined Licensee's equipment to be the source of said interference, Licensee shall discontinue use of the equipment creating said interference. Licensee shall shut down the interfering equipment except for intermittent operation for the purpose of testing after performing any maintenance, repair, modification, replacement or other action for the purpose of correcting such interference. If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove the interfering equipment from the Premises. In the event that the cause of such interference cannot be pinpointed to a particular piece of equipment or system, Licensee shall disconnect the electric power and shut down all of its equipment until such time as the interference problem is corrected. If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove its equipment from the Premises within an additional ten (10) day period. Licensor shall not be liable to Licensee for any interruption of service of Licensee unless caused by Licensor or for interference with the operation of Licensee's equipment unless caused by Licensor.
 - B. Notwithstanding the foregoing, in the event that said interference interferes with Licensor's own equipment as configured and installed as of the installation of a Licensee's equipment and in Licensor's sole and reasonable judgment, said interference jeopardizes the safe operation of Licensor's operations, Licensee will be responsible for eliminating the interference within twenty-four (24) hours, upon becoming aware of such interference. Licensor reserves the right to disconnect power to the interfering equipment if Licensee is unable to eliminate said interference within twenty-four (24) hours of said notification.
 - C. Licensee has satisfied itself and hereby represents and warrants to Licensor that, to the best of Licensee's knowledge, no such interference shall result to the currently existing systems (as configured) of Licensor or other pre-existing licensees or lessees at the Premises. Licensee agrees to indemnify, hold harmless and defend Licensor against any claim or damage, including reasonable attorney's fees, arising out of such interference.

- D. Licensee shall be responsible for performing and providing documentation to the Licensor for all engineering studies to ensure that the placement of its equipment at the Premises will not cause interference with any existing equipment (as configured) placed there by Licensor and/or any other preexisting licensees or lessees.
- E. It is emphasized that the primary use of the Premises is intended to include future and presently unknown Licensor uses, the integrity and security of which shall in no way be compromised by the Licensee. If during the Term of the License, Licensor's present or future operations requires installation of additional telecommunications equipment adjacent to the Premises, Licensor agrees to take all reasonable steps necessary not to affect or interfere with Licensee's right hereunder. If, however, such interference occurs despite the best efforts of both Licensor and Licensee, the Licensor's operational need shall prevail and Licensee shall be required to modify or remove their interfering equipment.
- F. Excepting pre-existing equipment located on the Premises prior to the date of this License, Licensor shall not allow any use of the Property which interferes with Licensee's use of the Premises. If such interference occurs, Licensor shall promptly correct such interference within forty-eight (48) hours of Licensor's receipt of written notice from Licensee.

9. Taxes.

Licensee shall pay all taxes assessed against Licensee's Facilities. Pursuant to California Revenue and Taxation Code section 107.6, Licensee is notified that the property interest acquired by Licensee in the Premises under this License may be subject to property taxation as a possessory interest in real property, and Licensee may be subject to the payments of property taxes levied on that interest.

10. Termination.

This License shall not be revoked or terminated during the Term or any Renewal Term except as expressly stated in this License. This License may be terminated on thirty (30) days prior written notice as follows:

A. by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that if such default is curable, but not curable within such sixty (60) day period, then within such period of time as is reasonably necessary to accomplish such cure (in order to avail itself of this time period in excess of sixty (60) days, the defaulting party must send to the other party, within the sixty (60) day period, a written plan to cure the default, which is reasonably acceptable to the other party, and the defaulting party diligently commences and continues performance of such cure to completion according to the written plan).

- B. by Licensee if it does not obtain or maintain licenses, permits or other approvals necessary to the construction or operation of Licensee's Facilities; however, Licensee shall act with due diligence to obtain and maintain such agreements, licenses, permits, and other approvals;
- C. by Licensee if Licensee is unable to occupy or utilize the Premises due to ruling or directive of the Federal Communications Commission ("FCC") or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;
- D. by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference; or
- E. by Licensee for any reason or for no reason provided Licensee delivers written notice of termination to Licensor prior to the Commencement Date.
- F. In the event of a termination of this License, by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference which occurs at any time within the initial Term of this License, Licensee shall pay to Licensor as consideration of such early termination of fee equal to three (3) months of the then current Rent. Such fee shall be paid within thirty (30) days of the effective date of termination of this License.
- G. In the event of a termination of this License for any cause in any term after the initial five (5) year Term, except default and failure to cure by Licensor, Licensee shall not receive a refund of any rental amounts paid in advance to Licensor.

11. Condemnation.

If a condemning authority takes all of Licensor's Property, or a portion which in Licensee's opinion is sufficient to render the Premises unsuitable for Licensee's use, then this License shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Licensee shall include the value of Licensee's Facilities, prepaid rent, and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

12. Insurance

- A. Licensee shall maintain in full force and effect, at no expense to Licensor, the following insurance policies:
 - 1. A commercial general liability insurance policy in the minimum amount of five million (\$5,000,000) dollars per occurrence for death, bodily injury, personal injury, or property damage and five million (\$5,000,000) in the aggregate;
 - 2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence;
- B. The insurance coverage required of the Licensee by section 12 shall also meet the following requirements:
 - The insurance shall be primary with respect to any insurance or coverage maintained by Licensor and shall not call upon Licensor insurance or coverage for any contribution.
 - 2. The insurance policies shall include contractual liability and personal injury;
 - 3. The insurance policies shall include the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, employees, and volunteers, as additionally insureds under the policies; and shall provide coverage for the following:

Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.

It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith

(Note: Form CG 201010 93)

- 4. Licensee shall provide to Licensor's Risk Manager, (a) Certificates of Insurance evidencing the insurance coverage required herein;
- 5. The insurance policies shall provide that the insurance carrier shall not cancel, terminate or otherwise materially modify the terms and conditions of said insurance policies except upon thirty (30) days written notice to Licensor's Risk Manager;
- 6. If the insurance is written on a Claims Made Form, then, following termination of this License, said insurance coverage shall survive for a period of not less than five (5) years;
- 7. The insurance policies shall provide for a retroactive date of the placement of Licensee's Facilities coinciding with the effective date of this License;
- 8. The certificate of insurance shall be approved as to form and sufficiency by the Licensor's Risk Manager and the Licensor Attorney.
- C. If it employs any person, Licensee shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations.

13. Successors and assigns.

Licensee may assign this License at any time subject to amending the Conditional Use Permit, and upon written notice to and approval of Licensor, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, Licensee shall have the right to sublease or assign its rights under this License without consent of Licensor, (i) to any of its partners, members, subsidiaries, affiliates or successor legal entities, (ii) to any entity acquiring substantially all of the assets of Licensee in the geographic region the Premises are located, or (iii) to any entity in connection with any financing, loan, security interest, pledge, or mortgage of Licensee's property. This License shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties.

- 14. Environmental Indemnification; Hazardous Substances.
 - A. Licensee hereby represents, warrants, covenants and agrees to and with Licensor that all of Licensee's operations or activities upon, or any use or occupancy of the Property by Licensee, or any portion thereof, by Licensee, shall be in all respects in compliance with all state, federal and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use,

- transportation, spillage, leakage, dumping, discharge, or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Substance (as defined below).
- B. If any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable federal, state or local law or regulation, by any judicial order, or by any governmental entity due to any Hazardous Substances brought on to or generated on the Property by Licensee, Licensee shall perform or cause to be performed the Remedial Work in compliance with such law, regulation, or order. All costs and expenses of such Remedial Work shall be paid by Licensee including, without limitation, all charges of Licensee's contractors, consultants and engineers and Licensor's reasonable attorney, architect's and/or consultant's fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Licensee shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Licensor may, but shall not be required to, cause such Remedial Work to be performed, and all reasonable costs and expenses thereof, or incurred in connection therewith, shall be reimbursed to Licensor.
- C. "Hazardous Substances" shall include without limitation:
 - 1. Those substances included within the definitions of "hazardous substances," "hazardous materials," toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., and in the regulations promulgated pursuant to said laws, all as may be amended from time to time;
 - 2. Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 30, and as may be amended from time to time);
 - 3. Any material, waste or substance which is petroleum, asbestos, polychlorinated biphenyls, designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); or radioactive materials; and such other substances, materials, and wastes which are or become regulated as hazardous or toxic under applicable local, state, or

federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

4. Licensor and Licensee hereby confirm and agree that Licensee shall have no responsibility for any Hazardous Materials or Hazardous Substances which may exist in, on or under the Property or the Premises (i) prior to the Commencement Date, or (ii) after the Commencement Date, which may have been brought on to or generated on the Property by parties other than Licensee.

15. Indemnity and Mutual Release.

Licensor and Licensee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss to the extent arising from the ownership, use and/or occupancy of the Licensor's Property or Premises by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party, breach of this License by the indemnified party, or violation of law by the indemnified party. The indemnity obligations under this Section will survive the termination of this License.

16. Attorneys' fees; Litigation costs.

- A. If any action at law or in equity is brought to recover any Rent or other sums under this License, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this License, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled to the extent award by a court of law.
- B. Whenever provision is made in this License for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.
- C. Any award of damages following judicial remedy or arbitration as a result of the breach of this License or any of its provisions shall include an award of prejudgment interest from the date of the breach at the lesser of (i) the maximum amount of interest allowed by law or (ii) Ten Percent (10%).

17. Waiver of Incidental and Consequential Damages.

Neither party will assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction, installation, operation,

maintenance, or replacement of personal property owned by either party, or Licensor's or Licensee's use of the Premises or Licensor's Property, including any and all losses incurred as a result of Licensor's or Licensee's actions or defaults.

18. Miscellaneous.

- A. Severability. If any provision of the License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extend permitted by law.
- B. Notices. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight mail to the address of the respective parties set forth below:

City:

City Manager City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552-0805

A copy to be sent to:

City Engineer
Department of Public Works
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

Licensee:

Cingular Wireless Attn: Network Real Estate Administration 6100 Atlantic Boulevard Norcross, Georgia 30071

Re: Cell Site: RS0029-01 Site Name: Weston

With a copy concurrently to:

Cingular Wireless Attn: Legal Department 5601 Legacy Drive, Bldg. A MS: A-3

Plano, Texas 75024

Re: Cell Site:RS0029-01

Site Name: Weston

- C. Choice of Law. This License shall be governed under the laws of the State of California and applicable Federal law.
- D. Survival of Terms. Terms and conditions of this License which by their sense and context survive the termination, cancellation or expiration of this License will so survive.
- E. Entire Agreement. The terms of this License (including the Exhibits, all of which are hereby incorporated by reference) are intended by the parties as the final expression of their agreement with respect to such terms. The

parties further intend that this License constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any proceeding, involving this License. The language in all parts of this License will in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against either party.

- F. Amendments and Modifications. No amendments, modification or supplement, including those by custom, usage of trade, or course of dealing, of any provisions of this License shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification. No oral order, objection, claim, or notice by either party to the other shall affect or modify any of the terms or obligations contained in the License.
- G. Venue. At Licensor's option, any action by any party to this License shall be brought in the appropriate court of competent jurisdiction within the County of Riverside, notwithstanding any other provision of law which may provide that such action may be brought in some other location.
- H. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this License by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this License thereafter.

IN WITNESS WHEREOF, Licensor ar Telecommunications License Agreement as Licensor.	
Licensor:	Licensee:
City of Moreno Valley	New Cingular Wireless PCS 11 C

BY: Mayor

DATE: August 8,2008

a Delaware limited liability
company

BY:

TITLE: Site Development Mana
(President or Vice President)

BY:

TITLE: (Corporate Secretary)

City Clerk

ATTEST:

APPROVED AS TO LEGAL FORM:

City Attorney

DATE: 7 AVGUST SONY

Enclosures: Exhibit "A" – Legal Description of City's Property

Exhibit "B" – Description of Premises, Licensee's Facilities,

Incorporation of Plans by Reference

Exhibit "C" - Conditional Use Permit and Conditions of Approval

EXHIBIT A

LEGAL DESCRIPTION OF CITY'S PROPERTY

Licensor's Property of which Premises are a part is legally described as follows:

The land referred to herein is situated in the State of California,

County of Riverside, described as follows:

Those portions of Lots 4 and 5 in Block 66 and that portion of

Dracaea Avenue, as shown by Map No. 1 of Bear Valley and Alessandro Development Company on file in Book 11 of Maps, at

Page 10 thereof, Records of San Bernardino County, California,

more particularly described as follows:

Commencing at the intersection of the centerline of said Dracaea Avenue with the center line of Lasselle Street as shown

on said map;

Thence North 00° 00' 10" East along said centerline of Lasselle

Street, a distance of 55.00 feet to a point therein; Thence South 89° 59' 50" East, a distance of 50.00 feet for the

True Point of Beginning, said point being in a line parallel

with and distant 50.00 feet Easterly, measured at a right angle, from said centerline of Lasselle Street;

Thence North 00° 00' 10" East along said parallel line, a distance of 577.00 feet to a point therein.

Thence North 42° 37' 01" East, a distance of 33.97 feet to

point in a non tangent curve, concave to the Northwest, having a

radius of 328.00 feet, the radial line at said point bears South 00° 00' 10" West;

Thence Northeasterly along said curve, to the left, through a

central angle of 14° 15' 48", an arc distance of 81.65 feet to

the end thereof;

Thence North 75° 44' 22" East, a distance of 16.04 feet; Thence South 60° 42' 07" East, a distance of 20.67 feet to a

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point in a nontangent curve, concave to the Northeast, having a
```

radius of 840.00 feet, the radial line at said point bears South 72° 51' 24" West;

Thence Southeasterly along said curve, to the left, through a

central angle of 23° 47' 19", an arc distance of 348.76 feet to

a point of reverse curvature with a curve, concave to the Southwest, having a radius of 272.00 feet, the radial line at

said point bears South 49° 04' 05" West;

Thence Southeasterly along said last mentioned curve, to the right, through a central angle of 40° 55' 55", an arc distance

of 194.32 feet to the end thereof;

Thence South, a distance of 135.00 feet;

Thence South 45° 00' 00" West, a distance of 21.21 feet to a

point in a line parallel with and Northerly 30.00 feet, measured

at a right angle, from said centerline of Dracaea Avenue; Thence West along said parallel line, a distance of 334.00 feet:

Thence North 42° 36' 30" West, a distance of 33.97 feet to the

true point of beginning.

End of Legal Description

EXHIBIT B

1. Description of Premises

PLANS TO BE INCORPORATED IN SIGNATURE AGREEMENT

- 2. Licensee's Facilities
- 3. Incorporation of Plans by Reference



ALL HORK AND MATERIALS SHALL SE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CARREST EDITIONS OF THE FOLLOWING COMES A ADOPTED BY THE LOCAL SOMEWHING MATHORITY, NOTHING IN THESE FLANG IS TO SECONSTRUED TO THESE WORK NOT CONFORMED TO THESE

- CALFORNIA BUILDING CODE (CBC) 3001
- 2, CALIFORNIA ADMINISTRATIVE CODE (INCL. TITLES 24 AND 25) 2001
- 5. ANDVEIA-222-F LIFE SAFETY COPE 4. NEPA-101-1997
- B. CALIFORNIA ELECTRICAL CODE (CEC) 2004
- 6. CALIFORNA ENERGY CODE 2005
- B. CALIFORNIA FLIMBING CODE (OPC) 2001 4. LOCAL BUILDING CODE(S)
- IO. CITY AND/OR COUNTY OF DINANCES/AND ENTERIES
- II. CALIFORNIA FIRE CODE (CFC) 2001

APPLICABLE CODE

LEGAL DESCRIPTION

THE PROPERTY SHOWN HEREON IS LOCATED IN THE CITY OF HORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 4 AND B IN ELOCK 66 AND THAT PORTION OF DRACABA AVENUE AS SHOWN BY MAP NO. I OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY ON FILE IN BOOK II OF MAPS, AT FAGE IO TRENSOF, RECORDS OF IN BERNARDING COUNTY, CALIFORNIA MORE PARTICULARLY

SEAN VALLEY AND ALESANCHO DEVILOPMENT CORRANT OF AND SAME PROMORPHIC COUNTY, CALIFORNIA, NORTH PARTICLARLY DESCRIBED AS FOLLOWS.

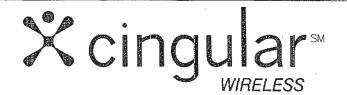
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UTILITY PURVEYORS

MAILE	N/A
SOMER	N/A
ELECTRIC	SOUTHERN CALIFORNIA EDISON
GAS ₁	NA
TELEPHONE:	NA
CUSTOMER CO	NTACT ELECTRICAL SERVICE SCE:

Jake McKelvy - Parsons McBile. (114) 474-6500 19152 NACARTHIR BOULEYARD, SUITE 240 IRVING. CA 42612 TELCO SERVICE PROVIDER:

JM GOHIN - CINOULAR OFFICE: (510) 293-3008 12400 FARK PLAZA DRIVE CERRITOS, GA 40703



RS0029-01-P5-B1 MONOPINE STRUCTURE WESTON

(ESTIMATE ONLY, FIELD VERIFY)

	RF DATA TABLE						
AZIMUTH	SECTOR	ANT, TYPE	ANT.	TIP HEIGHT	DOWNTLI	CABLE	CABLE
100'	Α	SECTOR ANTENNA	6'-0"	261-0	0*	± 90'-0"	7/5"
220*	В	SECTOR ANTENNA	6400	2 61'-0"	o*	\$ 40-0°	7/8"
840°	6	SECTOR ANTENNA	6'-0"	461-0"	0.	440-0	7/8"

MONITECUT:
HOUD ARCHITECTS
TO E RINCON ST. SUITE 106
CORONA CALIFORNIA 92579
CONTACT: DAN HINSON
(951) 571-2057

CLIENT'S REPRESENTATIVE:

PROJECT TEAM

ARCHITECT:

OWNER: OWNER:
CITY OF MORENO VALLET
Tony hethermon
Tony hethermon
Tense Projects Coordinate
Parks and Comminity
Dendlam Department
City of Horemo Valley
14075 Proceeding
14075 Proceed

APPLICANT: PATTERANTI

MRECTOR OF DEPLOYMENT

CHORLAR WRELES

12900 PARK PLAZA DR., 5TH PLR.

CERRITOS, CA 40705

[440] 651-4614

STRUCTURAL: THE DESIGN INC.

SENT STEEP DESIGN INC.

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CUENT S REPRESENTATIVE:
ROBERT MCCORNEL
BITE ACC. SPECIALIST
PARSON
14792 MACARTHAR BOALEVARD
SUITE 240
BOTHS, CA 42612
BOTHS, CA 42612 SURVEYOR: M. PETYO & ASSOC, INC. ITHOU DKY MARK CIRCLE, SUITE B TOTAL DISTRICT DE STATE DE STA

LANDSCAPE:

VICNITY MAP EKALYPTUS AVE DRACAEA AVE 1 NO SCALE

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REVISIONS				
		IN	TER-OFFICE	
Δ	PATE	ואם עבויסמו	PESCRIPTION	
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	10-12-00		REVISED PER CLIENT COMMENTS	
	11-1-06	-	REVISED PER CLIENT CONNENTS	
	12-12-06	-	REVISED SITE ADDRESS	
	1			

DECL TRACKING

APPROVALS

THE POLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS. ALL CONSTRUCTION DOCUMENTS ARE SKELECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND HIGHEST MAY IMPOSE.

į	LAND OWNER		
	MANAGER		
	RF HANAGER		
	SITE ACQUISITION	·	
	AEC		
	FLANKING		
	CONSTRUCTION		
	INTERCONNECT		
	UTILITY .		

7	DATE	ISOUTED BY.	DESCRIPTION
A	11-24-07	CITY	FLAN CHECK COMMENTS
9	01-04-06	CITY	FLAN CHECK COMMENTS

SHEET INDEX

TITLE SHEET, PROJECT DATA USSAL DESCRIPTION AND VICINITY MAP CONDITIONS OF AFTROYAL

6-2 CONDITIONS OF APPROVAL C-I SITE SURVEY DATA AND EXISTING SITE PLAN

A-I SITE PLAN

A-2 EN ARGED AREA PLAN

A-5 EQUIPMENT ROOM FLOOR FLAN AND ROOF PLAN

A-4 EXTERIOR ELEVATIONS (NORTH AND EAST)

A-5 EXTERIOR ELEVATIONS (SOUTH AND MEST) A-6 ARCHITECTURAL DETAILS

ANTENNA SIGNAGE

MECHANICAL FLOOR PLAN. NOTES AND SPECIFICATIONS

M-2 MCHANICAL DETAILS

CONSTRUCTION NOTES

5-2 CONSTRUCTION PLAN AND DETAILS

S-S CONSTRUCTION DETAILS

5-4 CONSTRUCTION DETAILS

EN ELECTRICAL SPECIFICATIONS AND OPERAL NOTES

E-2 SINGLE LINE DIAGRAM PANEL SCHEDULE AND BLECTRICAL SITE FLAN

LIGHTING PLAN POWER PLAN ALARM PLAN, AND LIGHT FIXTURE SCHEDULE

GROUND HIRING DIAGRAM, GROUNDING NOTES AND GROUNDING NOTES AND GROUNDING PLAN

ELECTRICAL DETAILS

IRRIGATION PLAN

L-2 PLANTING PLAN

L-5 DETAILS

PROJECT DATA

SCOPE OF WORKS

THIS IS AN IRMANUED TELECOMMUNICATIONS PACILITY FOR

HISTALLATION OF (5) SECTOR (4) ANTENNAS PER SECTOR, (12) DIPLEXER, (12) DOTINA, ALL MOUNTED ON A NEW 61"-O" HIGH MONOTINE.

HISTALLATION OF COAXIAL CABLE RING FROM MASCHRY BLOCK SHELTER TO ANTENNAS. NEW ELECTRICAL AND TELEPHONE SERVICE RIN TO MASCHRY BLOCK SHELTER 417-451-001

ZONING OS ADJACIENT ZONINO

NORTH RS SOUTH RGO EAST RS HEST RS SEU GATTEIXE CITY PARK

PROPOSED USE. GITY PARK/COMMUNICATIONS

TOTAL NET LEASE AREA! (250 SQ. PT. OCCUPANCY. ADA COMPLIANCE, NA

CONSTRUCTION TYPE IX NON RATED

NO SPRINKLERED (1) STORIES

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STRICTLY PROHIBITED.

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CLIENT REPRESENTATIVE

PARSONS

2201 DUPONT DRIVE, SUITE 200 PHONE: (949) 477-1251 FAX: (949) 863-9887

ARCHITECT



250 E. RINGON STREET SUTE NO 106 CORONA CALIFORNIA 425'M PHONE: 451 : 571-2057 FAX: 451 : 571-5424

05048 QC. SB. 01-14-08

CLIENT REVIEW

RS0029-01-P5-B1



13170 LASSELLE ST. MORENO VALLEY, CA 92553

> APPROVAL TYPE BUILDING PERMIT

SHEET DILE

TILE SHEET, PROJECT DATA LEGAL DESCRIPTION, AND VICINITY MAP

SHEET NUMBER

£



Leavening Merelyanus Department Planning Dislam

11:17 Fraction Seve TALEBURY AND SERVICE OF THE PROPERTY OF THE PR

Desember 1, 2006

Ryan Eliap-Berg Paradra 2001 Dupont Drive, Surbi 200 Prone, CA 62612

Final Conditions of Approval for PA05-0149 -Conditional Use Farmin Lecation: Yiellon Faik, on the east aids of Lasselle Street between Drickes Avanue and Uto Drive

Dear Mr Etas Bera

Endicant are the Final Conditions of Approval for PADS-0169, a conditional uses parent for since uncommend delegations according for Congruer Martines.

The Planning Corenlation of sign City of Moreno Verley approach the project on Nazember 30, 2006, estillated to the evoluted constrons of repromet. This approach is final unless in appear is filled which the City Council media 10 contends drays of the approach date. If an appear is not find into conditionally approved concluded approach all provided by City parts with applicable of Nazember 30, 2000, which a sentant dis a provided by City and applicable of Nazember 30, 2000, which a sentant dis a provided by City.

4 you have any querrant comparitie Planning Division at (905) 413-3200

Kathlein Dele Ksumen Date Associate Planner

John Jude Japan C. Toren, AICP Planning Oncol

End of units - Final Concepting of Approvation PACS-0149 (Conditional Life Permit)

Cingular Winters

Terry Hetherman, City of Movems Valley garks and Recreation
Case In

CITY OF MORENO VALLEY FLANNING DIVISION EXHIBIT A TO RESOLUTION 2008-40 FUNAL CONDITIONS OF APPROVAL FOR PAGE-0149
CONDITIONS OF A WIRELESS COMMUNICATIONS FACILITY ASSESSOR'S PARCEL HUMBER: 477-451-401

APPROVAL DATE:

This set of conditions shall include conditions from:

- Planning (P), Including Building and Safety (B)
- A Fire Provention Buresu (F)
 X Parks & Recression (PR)

Note: All Special conditions are in bold lettering. At other conditions are standard to all or most convelopment projects

COMMUNITY DEVELOPMENT DEPARTMENT

- Conditional Use Parmit PA65-0149 is far a new talecommunications facility to be located within Wasten Park slong the Lasselfs Street frontegs, west of the existing playground and plants of the existing playground and plants are the proposed tower in 01 feel in height and will be disguized as a pine tree, The unmanned equipment shelter and tower will be located within an approximatory 1,250 square foot lease area.
- All ground-mounted equipment raust be within an enclosed building or acrossed from the public right of way with a solid 6-foot decersive block wall,
- P3. Posimeter plenting of shrubs shell be provided where the proposed improvements are visible from Laurette Street.

Throng Marks report for Conditions Late allocations at Impleming of beforeed consoling

R. Way Procedures - Ch. Cristop Plants - CO. Cristops of Occupancy of Autority - Wildermocrosted Plant - Brills and Switch - P. pay permit

are force many tree extremely on at the sort of the affective certifical:

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PLANNING DIVISION FINAL CONDITIONS OF APPROVAL FOR PAGE 5149 CONDITIONAL USE PERMIT - WESTON PARK MUNOPINE

P3. All ubility and consist connections to the equipment building and to the monopine shall be enderground.

P4. Memopine design shall incorporate:

- chropies design shall isotoporete:

 A. branch finantly of 28 to 35 branches per 10 lines fast of height diret branches no more than 12 feet above ground level per Condition PRASI: branches no more than 12 feet above ground level per Condition PRASI: branches no more than 12 feet above ground level per Condition PRASI: branches above the Coll Trees jinc, made and the prevent of t

- F5. The physical apportance of the stratiff materials shall be maintained for the duration of facility operation, in accordance with the approved plans.
- There shall be no signage or graphics affored to the equipment, equipment building, or fence, except for public safety warnings.
- The facility shall provide for co-fecation of other equipment/utilities with review and approval by the Community Development Director. The dealers of any co-location what be constrient with the conditions of approval for the factoristics.
- P8. No barked wire or razor wire shall be used for the facility.
- At such time as the facility ccases to operate, the tower shall be removed, The removal shall occur within 30 days of occuration of the use.
- P10. (GP) Prior to the Isausnes of building permits, final landscaping and infgation prints that the submitted to the Community Development Department Playsithed Division for review and approval. The plans what the prepared in accordance with the City's Landscape Requirements (HC 9.17).

PLANNING DIVISION FINAL CONDITIONS OF APPROVAL FOR PAGS-0149 CONDITIONAL USE PERMIT – WESTON PARK MONOPINE PAGE 6 OF 11

Parks and Repression Pink Spoolications, Telecommentation Site Specifications, CPy Standard Plans, California Building Code, and "Greenkapet" for Public Works Construction

- PR2 At the edg of the agreed upon lasse or leave forming from applicant, abundancest or vicentice of consust the Lucarase may be required by the CNy or CSD to restore the effect of see depart correction or early part of. If required, the Lucarase shall remove the items at no card to the Cny.
- PRI, At the discussion of Parts and Recrusion, a Mono Pins shall be utilized to transmittenine signal. The mono pins shall be conceil viewpool; branches lagrand beginning at 12 merson, an alteriorate new the lichardy parameter has that is consultational to the pins of the pins o
- PR4. The fease area she's got excend beyond the covered building's adje, plus sinfect for sidewalk and fencing. The building shall not be any large that what is reconstructioned to be consistent to be consistent to the construction and consistent to the construction of the construction.
- PRS. Temporary fencing shall be provided around the project atta, it shall be aix-first in height, conform to Perisa and Recreation standards, and approved by the Parks Projects Coordinator.
- FRS. The design short contain as conduit and constitutions written the infarior of the pole (to exposed eatherts condest or where will be offsword). This pole and conduit shall be designed for figure exposition of powel. They (2) additional conduits shall be employed and telephone to the pole.
- PFCF EFVAC units shall be mounted within the out-filing, with the exception of the condensers. AC condensers and be mounted to the real of the building and have a vandet proof anciosura pover. The pover shall be manufactured stilling a 1/4" stalmass shoot traming materials and stalmiess short 9 gauge, 10" fluttened mosh.
- PRB. Any propered step design transference is to be located in the building and have proper vanifolion.

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12900 PARK PLAZA DR. CERRITOS, CA 90703

CLIENT REPRESENTATIVE

PARSONS

2201 DUPONT DRIVE, SUITE 200 IRYINE. CA. 92612 PHONE: (949) 477-1251 FAX: (949) 863-9887

ARCHITECT



250 E. RINCON STREET SITE NO. 106 CORONA, CALIFORNIA 92879 PHONE: 951 : 371-2057 FAX: 451 : 371-5424

JOB MUNDERS	DRAWN EY
05048	QC,
CHECKED BY:	CALE
S.B.	01-1

CLIENT REVIEW

RS0029-01-P5-B1



SITE ADDRESS

13170 LASSELLE ST. MORENO VALLEY, CA 92553

> APPROVAL TYPE BUILDING PERMIT SHEET TITLE

CONDITIONS OF APPROVAL

SHEET NUMBER

G-1

PLANNING DIVISION FINAL CONDITIONS OF APPROVAL FOR PAGS-0149 CONDITIONAL USE PERMIT — WESTON PARK MONOPINE PAGE 3 OF 11

- P11. The Good fondi Use Fermit may be revoked in accordance with provisions of the Municipal Code, (NY 9.02.260)
- P12 This approval shall comply with all approable requirements of the City of Morana Valley Morabbel Code,
- 613. This approval hold in such to text (3) years allow the copyrous facts of Countriest Lists permet (2005-244). Believes settle or extra decide settle worked for by the Act (2006-244) when the Act (2006-244) and the Act (2006-244) and (2006-244) and (2006-244). Believes of the Greek whitescent "Use" interest the appearing of usualisation construction connections that the Act (2006-244) and (2006-244) and (2006-244). Believes the Act (2006-244) and (2006-244) and (2006-244). Believes the Act (2006-244) and (2006-244) and (2006-244). Believes the Act (200 MAC 9 G2 2301
- PHI All touthcoped areas shall be mastrained in a healthy and thriving condition (red from weeds, trash and debris (MC 9.02 030)
- 263 The side shall be developed in econopicity with the reported pleas, on like in the Community Development Observation of Parent Districts, the Mindreyol Code regulations, the Landscape Reportements, the General Plan, and the conditions continued fresh. Plant to any use at the project side or business activity being communicate therein, all Controllors of Approval about the completed to the spitulation of the Ophysham of District of despired.
- P16 (BP) Prior to assuance of bulkaria permis, the usplicant ahali obtain a Land Use Clearance stamp from the Community Development Department Planning Ontains on the last plan check set.
- P17. (CO) Prior to Issuance of a building final the applicant sixth content the Planning Division for a final inspection.

Building and Safety Division

This project shall comply with the ourself California Gades (CSC, CEC, CMC and the CPC) or well as Chyptochances. All now projects shall provide a softenport saled! Plans shall be submitted to the Building and Safety Division under

PLANNING DAVISION FINAL CONDITIONS OF APPROVAL FOR PASS-0149 CONDITIONAL USE PERRIT — S'ESTON PARK MONOPINE PAGE 4 OF 11

FIRE PREVENTION BUREAU

With respect to the conditions of approval for PAUS-0149, the following line protection relatives what he provided in accordance with Moreno Verify City Ordinances employ incognized for protection standards:

Fig. Preci fire and size safety conditions will be addressed when the Fixe Prevention Bureau reviews building plans. These considers will be based on occlusioning and use and Uniform Bureau Code (USEC (Sectionii Fix Code (CFC), and related codes which are in force at the time of hazding plan submitted.

Special Conditions:

- F2 (BP) Prior to resumned of building permit applicant shall provide written verification that this system they will be installing will not injection with file or Police
- Anytime after restriction, any financiption of Pine, Pulice or other public omorgancy Communication System doe to the purroper a system, the purroport estall coase to operate oth and corrections can be made to purropor
- All combinable vegetation, out or ensur weste, grace, whee and other registration shall be kept clear within thirty lest of all structures, tencore and property lines. (CFC 1103.2.4)
- F5 (CO) Prior to the issuence of a Configure of Oppusarry or briting famil, the developerapplicant shall be respropship to obtaining permits for the storage of combustible regards, readmitted body of a rey older fleaterful antal-fall from the County Health department and File Prevention Bureau, (CFC 7901 2 and 3017).

PARKS AND RECREATION DEPARTMENT

PR1 As equipment united for Yelecommunications equipment shall be reviewed enter of equipment traces in resonant account of the design of the supported by Parks and Recrustions Pleares), Lend Development. Fire Development and Building and Sadoy Chicken piles to approved and issuance of any permits plants and recrusion requires submitted on a fraction? and shop drewings on all facilitation, prior to obtaining these products. Add materials a that comply with the

E

PLANNING DIVISION FINAL CONDITIONS OF APPROVAL FOR PAGE-0149
CONDITIONAL USE PERMIT -- WESTON PARK MONOPINE

- PRO. Any talaphone fundana service strait be located within the building. A reparate entrance and whited apace is necessary.
- PRSC if a generator shall be will zed, it shall be of an approved quite type and located within the building, the building sound insulated, and properly vernitated the temporary generator shall be booked within the park enythms.
- FR31 Other than approved pate mounted transmitting/receiving dovices, no other economics shad be transed outside of the building
- PR12 Antenna mounted to the budging shall have oil expressing pe, brockets, hardware, and with chiefded by a full-length 14-gauge stainburs steel cover.
- PR13 The budding shall be constructed of decorative tant skinsprince block with marching tan mortar. All wafes a tool be solid grouted with 2500 PS1 grote. The block etcs strat be remined if X of X if 6.
- PR14. Special inspections are required on all concrete, meaning, and reading. These inspections shall be provided by a "City Approvad" respected at no cost to the City.
- Fit15 The roof type shart be Trembert 5/28 from Tremto, pn 300-452 9589. The eclor shall be specified by Plants and Represents. The nord design such as designed by Tremton, 11 worked-primer table be cere byter of 15%—55%—55%—55% and extend super of 30 to fet. The favois earlier Bodgord 6/19 earlier grants and super of 30 to fet. The favois earlier Bodgord 6/19 earlier grants by confered with 127 earlier grants primed. This design and setflic favois between design for the consideration covered with 127 earlier grants and the primer of 50% of 15% of 1
- PRIG Ensance doors to the bolding skell be sold doors. Specifications are as follow:

 a. Steedcast belief officerd: 1,24° Th doors, 17-gingle statutes acted shift and 12-gingle obtaines sold these be selected over Fermers shift by gradus.
 b. Gladiciast SS moration type content, not fulling of
 Linger Hingle in Illia 1858 SS seours should, con-removability (in (trip) as

 - requirement of Timero # 1111C-210 extends frim puri, ADA.

 Trainsor # 1061-3, 4c16, 520 purch parte
 Trainsor # 1060-3, 4c16, 520 purch parte
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Salety for a schedule and hiddinston requrements at 951,010,0300. Feiture to schedule inspections will arsist in a stop work order and monotory principys).

PR33. At changesideviations shall be exproved in writing from the function of Flarks and Recreation of his designess, price to construction.

PRIM Socially for the project shall be posted by the Licensee, prior to the Issuzance of testioning poories.

PR35, The Licenses shall have an approved and signed Telecommunications Crosses Agreement shorte the issuance of Girbing Permis.

\$19,37, AS Parks and Reconston Plan Chorking and inspection Fees shall be paid prior to the Issuance of Building Permits. PRSh Tumoveritems: Thing compare rats of As But plans, and As-Built fifter, and the project ACAD drawing on CD prior to Final Inspection.

a. 3"X 3"X Scheduly 40 pasts. Set at 5" specing (approximate) b. 2"x 2"x,120" top and bottom rat.

b. 21 x 2 x 120° top and obtains risk.

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This 2 x 20° templates set from the decision of 22° templated and departs of 22° templated and decision of 22° templates and 22° templates of the sendel and defined protection. The trapes of 20° templates are inclusively stemplate being design quantity of Valley or 12° templates are inclusively stemplated being design quantity of 20° templates.

The decision of 20° templates are inclusively and the 20° templates of 20° templates are included and 20° templates are

The fleshed tensor and piet is 10 to 8" in whigh 15" densor with "fleshed activities 22".

The state of the

PR36. All permits and less are the responsibility of the Libenson

SPECIFICATIONS

Fence and Oam Specifications:

OI ANNING DIVISION FINAL CONDITIONS OF APPROVAL FOR PAGE 4149 CONDITIONAL USE PERMIT - WESTON PARK MONOPINE

- k Entire door shad be justime per tire 'Peint Solveture'. The color for doors and doorstames shall be determined by Parks and Recreation.
- PRT7. A variating sign shall with cell grafit everlay coulting shall be instelled on the door of the building.
- PR 18. All boildings stud be All holidings shad be coated with an ent-graffil coacing. The specification shall be <u>"Mapper High Turks And Graffil Glazed Cooking"</u>, menutratived by Rithes, Inc. & 506 331 2992. Pignerted coalings are available for a
- PR19 All vertication shall be constained from 12-gauge stabless steel
- PR20. At expresso kenter shall be #1 research Gouglas fit with crucks less than \$132" and no beartwood.
- PR21, All destricts conduit within the building and exterior of the building shot the rigid type (no PVC, no flexable). Conductors shall be a nérohum of 12-gauge.
- PR72 Security 6ghts shall be provided on the extensor of thin busining and be at approved type per the Pask and Recreation Pask Specifications guide.
- PR23 If a part of access to the building is needed, the apparent shall be required to cargin and build access it establish excess store included the price Price Project of the big shall be a building blick continuous days are given to store of \$5000 2000 PDI pulls. Parks and Recrusion intelligible or light or through this acceptance depending on the projections application. Access start comply off the 24400A.
- PR24. A 0" white reinforced concrete sprinn shall surround the bundley. The sprinnshall be a" rick, and alogue (with distinge) away from the building. Coor shall be tighted Cooker Omaha Ean, Debejardanz points at a rich with sill every 1, 2, ideoporces that ha 550°C-3250 per the "Creathoot". A make pump may be utilized. By eath and admitted as no hall haved, except color as a specified by Partie and Resistant A. lubular sinol fence is to he constructed on the callede permeter of project per line. Fence and Gate Specification. The fence shall be located within the crinosete aproin. with a one-lock setupor from the edge of concrete
- PR25 Five (5) Pisse Pisse. Pisse. Canarieral's, Pisse Elderch for another PSR approved Pisse, species to realth the Menophel, with a minimum neight of 25 shall be installed second for Menophry. The ack shall be properly recyped or by print pop CPy standards. This pince serve has the creat of the propost shall be verificated for 1-

PLANNING DIVISION
FORAL CONDITIONS OF APPROVAL FOR PAGE-0119
CONDITIONAL USE PERMIT — WESTON PARK MONOPINE

- PR28. Imgation for the shuths and trees is to be inscaled from the main brightion had. The is to be consider, with a Nutro T-555-70-56 includes the State, Lettle XRC before require controler mits read counted one-state, and therefore transfer counted in the read counted one-state, and the charge transfer counted the Lam 2-1321S equation, Parastraf ERC PR25-2 eights person counted valves, Schedule 40 PR2 Cree, Randord ERVINTIO-SAM PR37 Trighters aparticles, and Relations. RWS tree arighters. A detailed specification and design shall be provided by the Liostisce before project approval. A C-27 ficensed Lancacape Contractor shall perform all toutscaping and inication
- PR27, Current brigation located within and semanding this project shall be refocuted in provide brigition to the existing furt. Addisonal projection sphallers shall be added get the projection refer to the same and Recention. Alternated lawdacape contractor (C-27) shall proform all landacapers and kingalium work.
- Proof. The contrictor in respectable from large and most.

 Proof. The contrictor in respectable for any and all timengs to but concrete, their likely and in the contribution of the contr
- PRZB, Damaged first shall be reptaced with solided but by the Liberacce. Two epocies variety to be determined by Perks and Recreation.
- PR30. Ad parmits are the responsibility of the Lineague. All inspirorans are the responsibility of the continuous endire Lineague.
- PR31. A preconstruction menting by the project as required, The preconstruction incesting shall be obtained with Parks and Repression at 951,412,3701, 10 days as educated of mobilization. The persuasis consector and advantages as shall be presented to preconstruction mention.
- PR32. Inspections are required on af phases of the project: 48-hour inspection requests abalt be made such Parks and Receasion at 931,413-3163. Contact Building and

or condensation has exaposited. Additionally, no extendr additing shall be performed also counted temperature is above 92 degrees. Father their or ℓ winds above 92 mph.

F. Refer to the arenulablurer's data sheet and comply with the requirements regarding aggression swen as minorg of the components, thresung, and application or unment.

C. When surface temperatures are high, cars must be taken white applying the point to prevent formation of voids, pinholes, and bubbles due to the rapid evaporation of solvent.

If Bimore than one day propes between subtriction costs, contominated intestings by full live prepared by brosh-off blast, water bigsting, or steam cleaning

PLANNING DIVISION FINAL CONDITIONS OF APPROVAL FOR PAUS-0149 CONDITIONAL USE PERMIT - VIESTON PARK MONOPINE

PROPRETARY INFORMATION PROPRETARY REFORMATION
THE DRAWNE ON ALL INCOME THOM
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THE PROPRET OF THE PURPOSE
FOR WHICH IT IS EXPRESSLY
PURISHED. THIS DOCUMENT IS THE
THEREON. THE DOCUMENT IS THE
COPPROSITED WORK OF CINCULAR
WELLESS, AND TOPLICATION OF USE
WITHOUT DOPRICES WRITTEN COMEDIT IS
STRICTLY PROMITTEN.

X cingular™

12900 PARK PLAZA DR. CERRITOS, CA 90703

◬

CLIENT REPRESENTATIVE

PARSONS

2201 DUPONT DRIVE, SUITE 200 IRMNE, CA. 92812 PHONE: (949) 477-1251 FAX: (949) 883-9897

ARCHITECT



250 E. RINCON STREET SUTE No. 106 CORONA, CALIFORNIA 428TH PHONE: 951: 571-2057 FAX: 451: 571-5424

DS048	ORAMIN BY:
CHECKED BY	OATES

CLIENT REVIEW

RS0029-01-P5-B1



SITE ADDRESS

13170 LASSELLE ST. MORENO VALLEY, CA 92553

APPROVAL TYPE BUILDING PERMIT SHEET TITLE

CONDITIONS OF APPROVAL

SHEET NUMBER

G-2

PLANNING DIVISION FINAL CONDITIONS OF APPROVAL FOR PAGE-0142 CONDITIONAL USE FERSIT – WESTON PARK MONOHINE PAGE 8 OF 11

PainVCoadege Schedule:

- Costing specification for upouf surferors statle to the costs of Releval Posses. Brown somily one over now qualitative printer, unless terricated otherwise by Parks and Recreation. All parts that the board on the Valorcen 741 H Bald The mosesting Anti-Craffic Clazed Costing, menufactured by 9 Nets. Inc., et 62 311, 2022.
- 510-311-2227.

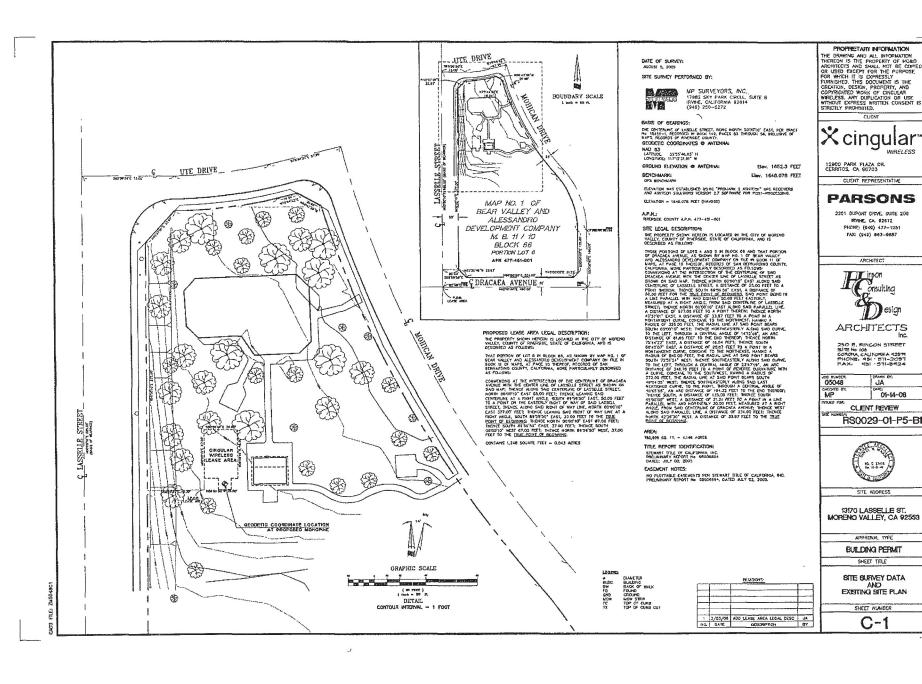
 b. Coulting spoorfization for mirch servicine, said the gloss dark toloren for holding spoorfization for mirch servicine, said to gloss dark toloren for holdings fector, first, and say often scatter cross
- CRI.331.2792. Confine promises the foreing clear be back for futural state. Confine proportional of the confine proportion of the consistent of the confine confine consistency of the consistent of the consistency of the consiste

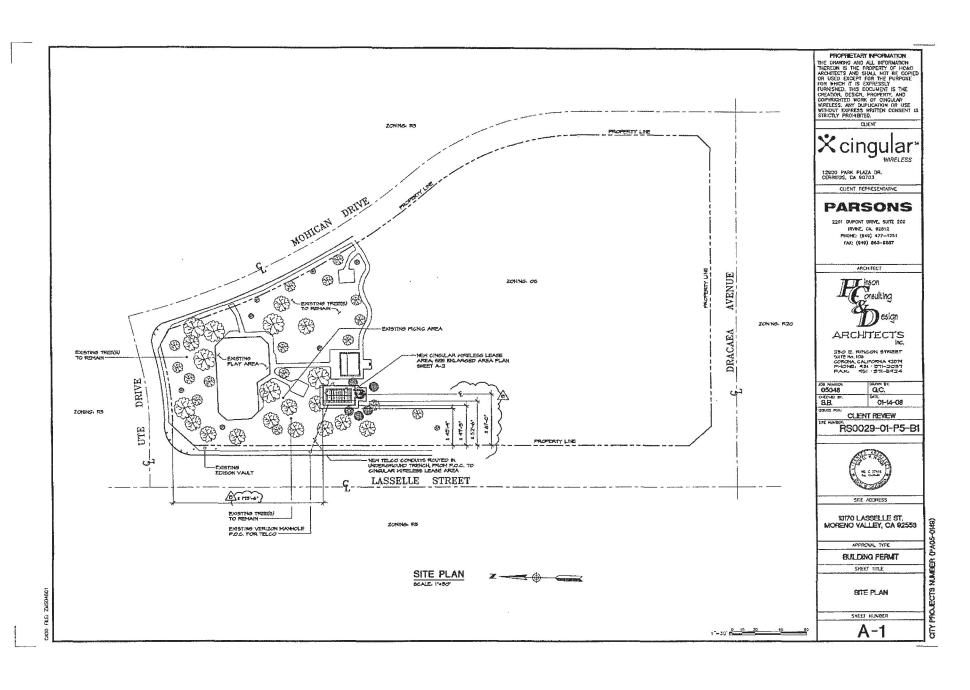
PROTECTIVE COATINGS APPLICATION AND WORKMANSHIP:

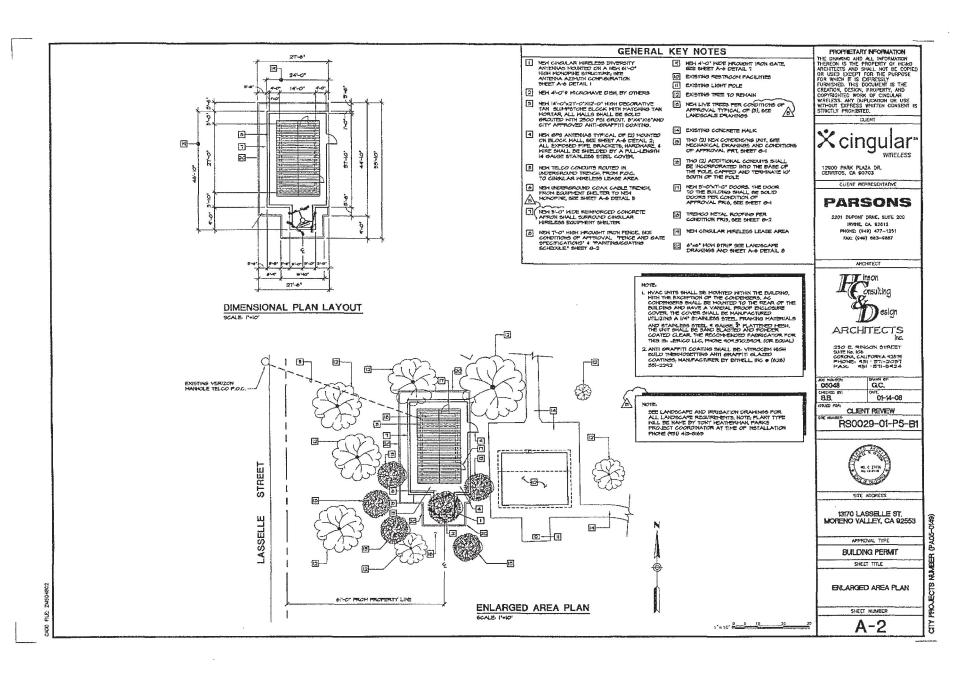
- A All surfaces not to be costed shall be protected during cleaning and country operations. Any surfaces or matter to licitating, wyshasys, plants, etc.) that are changed during the cleaning ander coating operations shall be repaired or replaced at the portractor's expanse.
- B. At surfaces shall be cleaned, de glossed, and pregged to the point manufacturer's
- O. Mechanical inters, capable of thoroughly intering the pignens with the point shall be used occording to the manufacturar a instructions, after promoting the time manufacturar as instructions, after promoting halfall mechanical mining, abosequent into instruct in land obtaing shall be done a poscription with good coating practices and the classifications.'s recommendations.

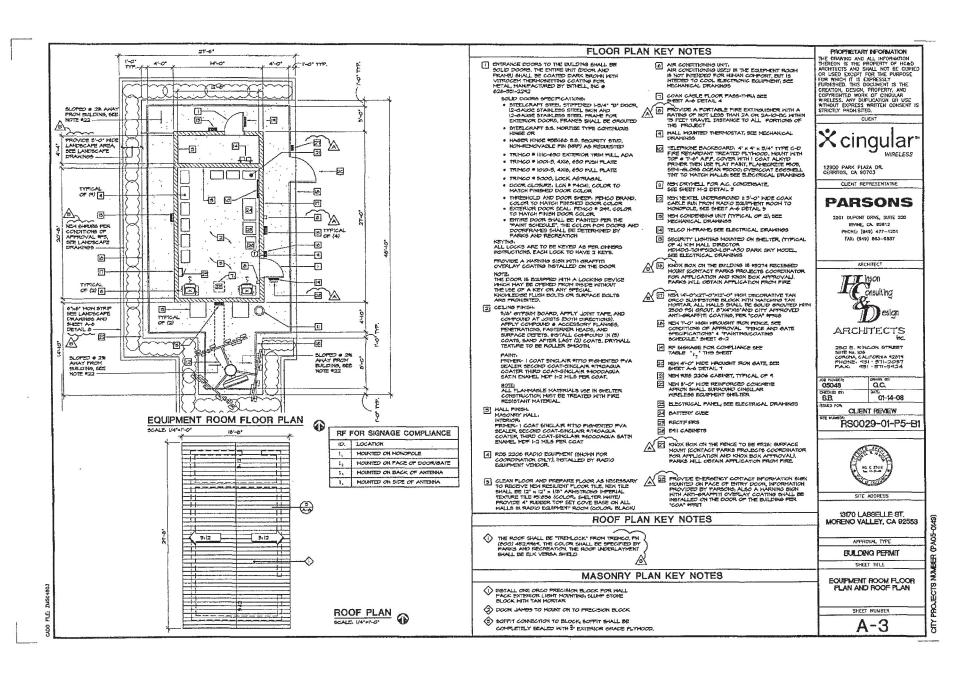
PLANKING DIVISION FINAL CONDITIONS OF APPROVAL FOR PAGE-4149 CONDITIONAL USE PERMIT – WESTON PARK MONOPINE PAGE 10 OF 19

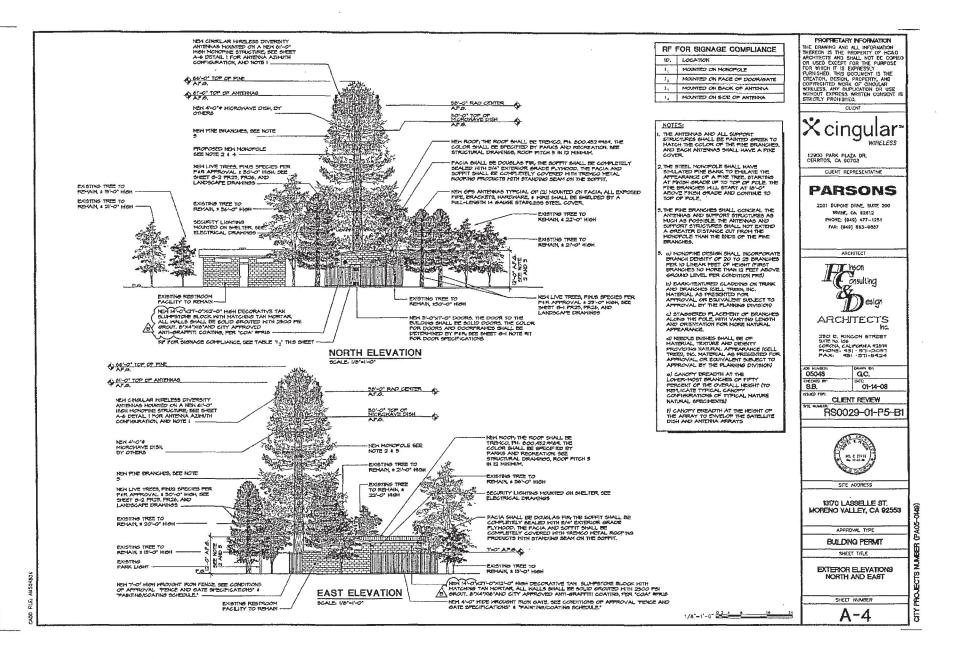
- C. All matering shall be applied uniformly by effective coasts coating surfaces approved by the Perks Projects Coordinate in writing). If any thinning of the grading is useful, it is excessive, it is about some in a socrosion with the merulactions of beth dimension. Pain I addition any producted unders specified and approved by the coating manifestance.
- Voleyticist conting shall be undertaken if sit to surface temperature is below 50
 degrees. February and provinced study precording or following court or and troop, down

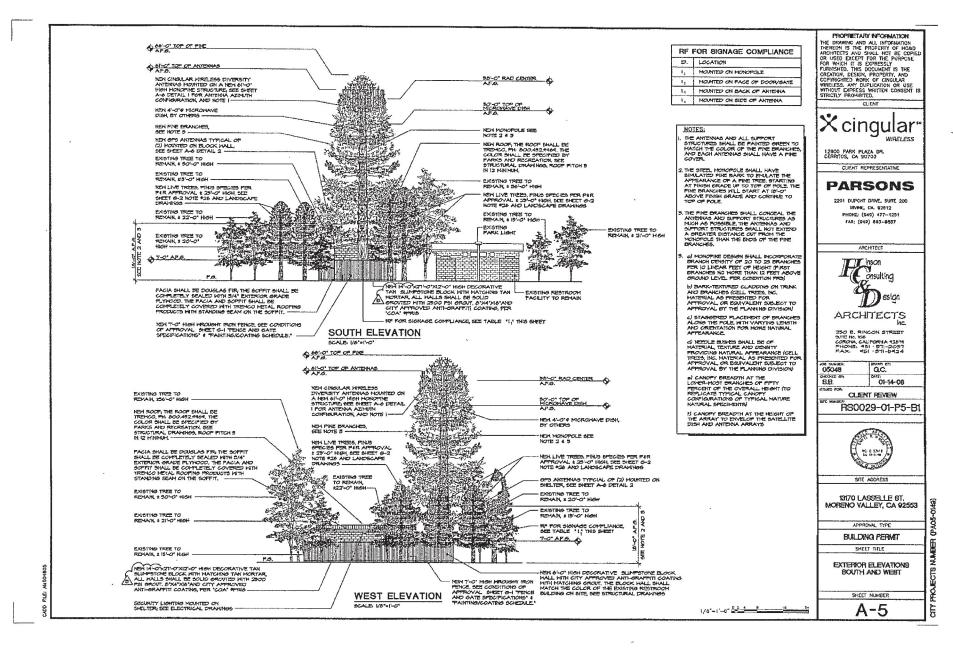


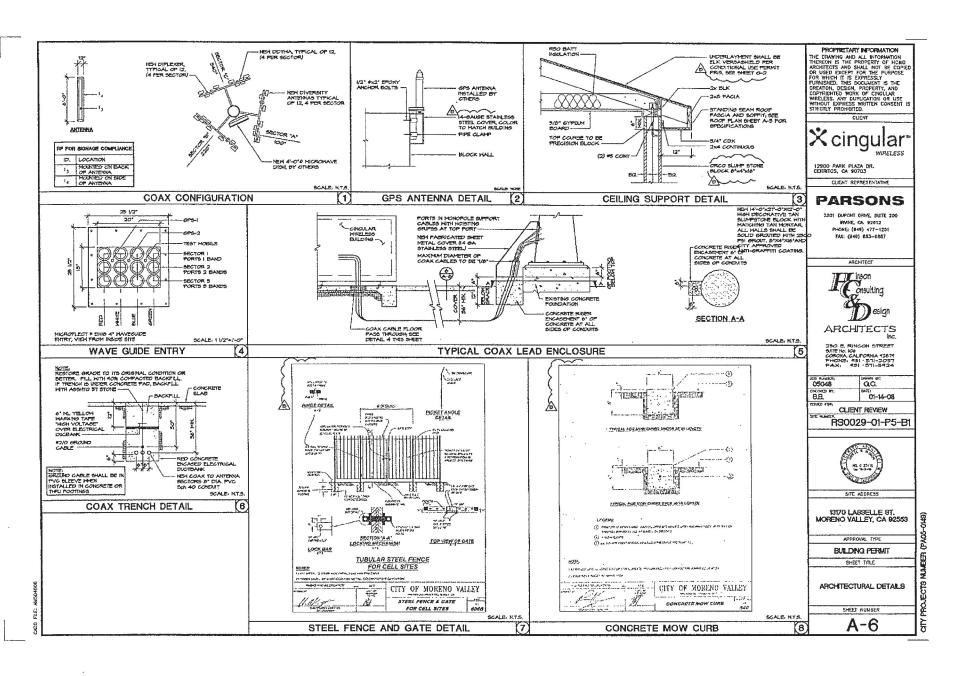


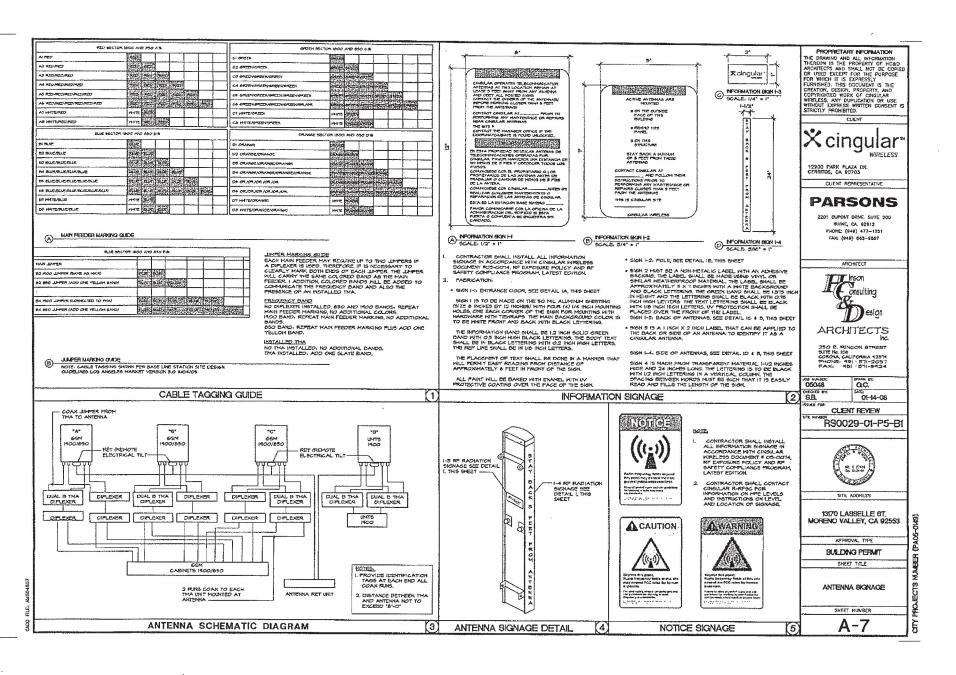












HVAC GENERAL NOTES

GENERAL NOTES

- THE CONTRACTOR SHALL PERFORM THE HORK IN ACCORDANCE WITH THE LATEST ASHRAE AND INDUSTRIAL STANDARDS
- 2. ALL MECHANICAL HORK SHALL CONFLY HITH ALL APPLICABLE STATE AND LOCAL BUILDING CODES AND MEDERAL CODES HAVING JURISDICTION OVER THE CONSTRUCTION.
- CHITACTOR SHALL DANGE THE CHISTRICTION BITE AND PISCHIST
 SCHEMAL RESIDENCESTS WILL BIG THE PROJECT PROPERTY AND A
 THE PROJECT MANAGES. CONTRACTOR MANAGES FOR THE PROJECT CONTRACTOR SHALL
 CONTROL SHANGES OF THE PROJECT. CONTRACTOR SHALL
 CONTROL SHOULD CONTRIVE ALL LABOR AND
 MATERIALS TO MAKE A HORIZAGE AND EXCELLED STITLE.
- CONTRACTOR IS TO REPORT TO PROJECT MAYADER ANY OBSERVATIONS OR CONDITIONS WHICH ARE DISCOVERED IN THE BUILDING WHICH WOULD PREVENT THE MULLEST USE OF THE HVAC SYSTEM.
- ALL HECHANICAL EQUIPMENT AND DEVICES SHALL DE INSTALLED, PIPED POPER WIRED AND CONTROL HIRED PER MANUFACTURERS RETRUCTIONS AND RECORPANDATIONS.
- A MAINTENANCE LABEL MIST BE AFFIXED TO MECHANICAL EQUIPMENT. FOR COPIES OF A MAINTENACE MANUAL FOR THE EQUIPMENT ITEMS SHALL BE PROVIDED TO THE CHEER BY THE CONTRACTOR.
- TO CONDENSATE DRAINS OFF OF FAN COIL TO BE COPPER TUBING TYPE X'
 DRAINS SHALL BE INDIRECT. DRAINS SHALL BE SUPPLIED AND INSTALLED
 BY THE MECHANICAL CONTRACTOR, DRAINS SHALL NOT BE RIN OVER
 CONDITIONED SPACE W MIN. 1/2" ARMANES OR EQUAL.
- O. THE SUCTION LINES AND LIQUID LINES SHALL BE HAND DRAWN TITTE L'
 COPPER TROBING INSLATED HITH A MIN, OF IZE AND PLEX OR ROULL.

 AND COPPER TROBING INSLATED HITH A MIN, OF IZE AND PLEX OR ROULL.

 AND COPPER TROBING AND LINES AND BOODS AS TROBING HAVE PINCH,
 CAMBING A RESTRICTION, USE LONG RANDIS BLOCKS HORDERY.

 ROSSIBLE RICERS, BRAZE ALL OUTS OUT JOINTS INTH SHILOSS OR

 COUNTLAND ROULTH PROFILE AND THE SOFT SOLDER, SUCTION

 LINES TO SUPPORT A MINHAM OF EVERY S. LIQUID LINES A MINHAM OF

 EVERY S.
- 4. ALL LON VOLTAGE (24 V) ALARM AND CONTROL HIRING BY MECHANICAL CONTRACTOR. ALL CONDUIT BY ELECTRICAL CONTRACTOR.
- IO, THE PECHANICAL CONTRACTORS SHALL BE RESPONSIBLE FOR THE ACQUISITION AND PAYMENT OF ALL PERMITS AND INSPECTIONS REGULED AND RELATED FRES FOR THIS INSTALATION, ALL HORK SHALL CONFLY HITH APPLICACLE STATE AND LOCAL LAND.
- II. ALL HEATHER EXPOSED EQUIPMENT, DIGTS, ETC. SHALL BE COMPLETELY MEATHERPROOFED.
- IZ, EER RATING AND HEATING CONFLUCTION EFFICIENCY RATING OF EACH HVAC UNIT SHALL COMPLY HITH MINIMM STATE REGURDMENTS.
- B. ALL MECHANICAL EQUIPMENT SHALL BE SEIGHICALLY BRACED PER LOCAL REQUIREMENTS.
- 44. VERIPY ELECTRICAL CHARACTERISTICS WITH ELECTRICAL DRAWINGS PRIOR TO BID AND MATERIAL PURCHASE.

ENERGY EFFICIENCY STANDARDS

THE IRDICATED HIVAC SYSTEM AND BOUTPRENT IS INTERDED FOR PROCESS COOLING ONLY AND THE SPACE IS NOT OCCUPIED BY PEOPLE AT ANY TIME (SECTION IOZ OF STANDARDS).

ENVIROMENTAL CONTROL GENERAL NOTES

SPACE ENVIRONMENTAL CONTROL SEGUENCE

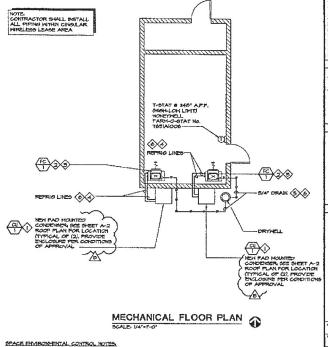
- I, SITE TEMPERATURE CONTROL IS TO BE PROVIDED BY (I) AIR CONDITIONING UNIT EQUIPED WITH HOTAGE COOL MALL TEMPERODATA'S PROVIDED BY CONTRACTOR STREAM IS TO COPERATE 24 HORAG A DAY, T DAY'S A MEETS, SES DAY'S A YEAR AND SHALL MANIFAIN SHACKE & 10 FEO. F. (4-2 DES.).
- 2. VENTILATION FAN ET I SHALL BE ENERGIZED EVERY 12 HOAG FOR A FIVE MINITE DURATION FOR BYACE PURGE. A THE SHITCH (PARAGON HOTEL 16029-00) MONTED ON HALL SHALL OFBIASE FAN AND MOTORIZED DAMPER. SEL KRING BENEVATIC, GREAT

LEGEND AND SYMBOLS

SYMBOLS	ABBREVIATIONS	PESCRIPTION
		EXIST. PIFE DUCT OR EQUIPMENT TO REMAIN
rrr (**********************************		EXIST, PIPE DUCT OR EQUIPMENT TO BE REMOVED
		HEM PIPE, DUCT OR EQUIPMENT
⊠	6.4.	SUPPLY AIR (FLOW DIRECTION, DUCT SECTION, DUCT RISER OR DIFFUSER
-~- ∠	RA	RETURN AIR (SLOW DIRECTION DUCT SECTION, DUCT RISER OR DIPPLIER
$\leftarrow \boxtimes$	EA.	SECTION DUCT RUSER OR DIFFUSER
/ T T		MANUAL VOLUME DANFER AND MOTORIZED DANFER
		FLEXIBLE CONNECTION
/ FO		PUBLIE LINK FIRE DAMPER
		REPRISERANT LIQUID PIPING
FS		REPRISERANT SUCTION PIPMS
U		COQUING COIL, CONDENSATE OR EQUIPMENT DRAIN PIPING
—DQ		SHUT-OFF BATE VALVE
		UNION
Ŧ		HALL THERMOSTAT
		EQUIPMENT IDENTIFICATION SQUIPMENT CALLOUT SYMBOL DESIGNATED NUMBER TO EQUIPMENT
❖		SHEET NOTE
AFF	AFF.	ABOVE FINISH FLOOR
SEER	SEER	SEASONAL ENERGY EFFICIENCY RATIN
CFF	1377,	EFFICIENCY
	MAX	намны
MAX		
MAX MIN	MIN	MINIMUM
	MIN,	NOT IN CONTRACT
MIN		

LEGEND AND SYMBOLS

- (INSTALL CONDENSING UNIT ON HOUSE KEEPING SLAB ANCHOR FER MANUFACTURERS INSTRUCTIONS,
- INSTALL PAY COIL UNIT AGAINST HALL PER MANUFACTURERS INSTRUCTIONS AND PER DETAILS INDICATED ON DRAWINGS.
- TITUS MODEL VPG-305L, DOUBLE DEFLECTION SUPPLY REGISTER, 20' X 5' AND TITUS MODEL VPG-50R, FIXED DEPLECTION RETURN GRULE.
- NETALL RETRIEBEANT (LIGID AND BUSTON) LIVES FROM FAN COLL
 INIT TO CONDENSER FOR MANIFACTURES INSTRUCTION, PACK
 FIRESCHASS RELLATION AND ERALING MATERIAL, IE PETNAGM,
 ARADO RETRIESCHAIL INCO BEALING HATERIAL, IE PETNAGM,
 ARADO RETRIESCHAIL INCOMENTE PERFERTAL A ROOF OR
 HALL TO RETAIN SOME PLENDELTY, BUSTION AND LIGID LINES
 SIALL DE DIEZED FER MANIFACTURERS RECOPPENDATION.
- ROUTE CONDENSATE DRAIN TO DRYWELL, PIPE SHALL BE TYPE "K" COPPER
- (6) INSTALL NO PIPING ABOVE RADIO BOUIPMENT



I. THE SITE HYAC SYSTEMS ARE TO BE MONITORED FOR CHANGES IN TEMPORATIZE (MICH & LOM TEMPERATIZE) ALARM THERMOSTATS (2) MONEYMELL FARM-0-STATS NO. TOSIAIOCO). ELECTRICAL CONTRACTOR TO PROVIDE CONDUIT AND SIGNAL WRING TO ENTERNAL ALARM PANEL. SEE ELECTRICAL DIMES.

2. CONNECTION OF SITE ENVIRONMENTAL SENSING DEVICES TO 24 HR EXTERNAL ALARM STATION BY ELECTRICAL. REFER TO ELECTRICAL DIAGR.

HVAC EQUIPMENT SCHEDULE

OUTDOOR AIR COOLED CONDENSING UNIT

CARRIER MODEL SECKCOSO (5 TON) 54200 BTUAR NET TOTAL COOLING CAPACITY (AT 105 DEG. F. AMBIENT) 54800 BTUAR NET TOTAL SENSIBLE COOLING CAPACITY (AT 105 DEG. F. AMBIENT)

STICOU STUMP, LET TOTAL SITHIBLE COOLING CAPACITY (A MINIMA SERI, IO.0 ELECTRICAL JOODOO V. I PH. 60 HZ. COMPRESOR, R.LA. 20.5 LPA, 165.0 CONDENSER FAN, R.LA. 14 MCA, 57.9 MPS, 60 AMPS OTER, HJ. 205 LPS.

PROVIDE W INDOOR THE DELAY RELAY, LOW AMBIENT OPERATION KIT, COMPRESSOR ANTI-CYCLE DEVICE, REPRISERANT LOW PRESSURE SMITCH.

INDOOR FAN COIL UNIT

FO INDOOR FAN GUIL UNIT

CONDENSATE PUMP ITS GPM & IS HEAD
ELECTRICAL, ISV, IMP, SONZ,
IMSHE MOTOR
MITH! SALL CAPACITY TANK
OPER, MT. + IOLES.

1/4"+1"-0"0 1 2

PROPRIETARY IN-CORANTON THE DRAWING AND AL INFORMATION THERRON IS THE PROPERTY OF HEAD ARCHITECTS AND SMALL MOST DEE COMED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS DIPRESSLY FLEMISHED. THIS DOCUMENT IS THE FORMATION FOR SMALL AND COMPRISHED, THIS DOCUMENT, AND COMPRISHED, THIS DOCUMENT, AND COMPRISHED HEART OF CHICALUM WHICH IS PROPESS WARTER CONSENT IS STRICTLY PROMIBITED. PROPRIETARY INFORMATION



12900 PARK PLAZA DR. CERRITOS, CA 90703

CLIENT REPRESENTATIVE **PARSONS**

2201 DUPONT DRIVE, SUITE 200 IRVINE. CA. 92812 PHONE: (949) 477-1251 FAX: (949) 863-9887

ARCHITECT



230 B. RUNCON STREET SUITE NO. 106 CORONA, CALIFORNIA 42674 PHONE: 451 - 571-2057 FAX: 451 - 571-5424

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S.B.	01-14-08
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CLIENT REVIEW

RS0029-01-P5-B1



SITE ADDRESS

13170 LASSELLE ST. MORENO VALLEY, CA 92553

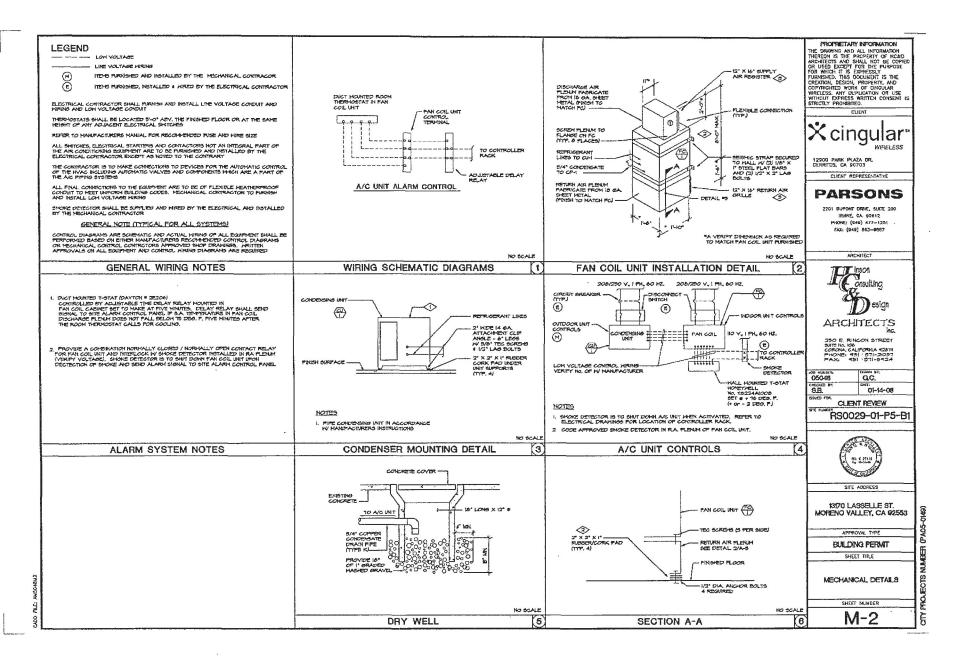
APPROVAL TYPE **BUILDING PERMIT**

SHEET TITLE

MECHANICAL FLOOR PLAN NOTES, AND

SHEET NUMBER M-1

ğ



GENERAL NOTES: 1. DESIGN CRITERIA

- DESIGN CODE: 2001 CALIFORNIA BUILDING CODE (CBC) TITLE 24.
 - SEISMC ZONE = 4

 NEAR SOURCE FACTOR No= 1.3

 NEAR SOURCE FACTOR No= 1.6

 WIND EXPOSURE = C
- 2. ALL MATERIALS AND WORK PERFORMED SHALL CONFIDENT WITH THE REQUIREMENTS OF THE 2001 CBC TITLE 24 AND COVERNIC CHULDING ORDONANCES AND THE GREENGOOK FOR PUBLIC WORKS PROJECTS 2003 EDITION.
- 3. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER THESE GENERAL NOTES.
- WHERE A SECTION OR TYPICAL DETAIL IS SHOWN FOR ONE CONDITION, IT SHALL APPLY FOR ALL LIKE OR SMILLAR CONDITIONS UNLESS OTHERWISE NOTED.
- 5. NO CHANGES ARE TO BE MADE TO THESE PLANS WITHOUT THE KNOWLEDGE AND WRITTEN CONSENT OF THIS ENGINEER, UNATHORIZED CHANGES ROUDER THESE DRAWINGS YOU.
- VINDITUTE OF THESE DEVININGS YOU.

 IN Y REFERENCE TO THE WORDS APPROVED, OR APPROVAL IN MISSE DOCUMENTS SHALL BE HERE ESTINED TO LEARN THE THE COUNTY OF THE THE COU
- SPECIFED.

 THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE PRISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION, THE CONTRACTION SAUL, SUPERASSE AND FOR CONSTRUCTION, THE CONTRACTION SHAPE OF CONTRACTION FACHO, HELTIOGS, TECHNOLIES, SECULTACES, AND PROCEDERES INCLUDED GUIT, NOT LIMITED TO BRACING & SHORING, GOSEMATION MASTS TO THE SITE BY FIELD REPRESENTANCES OF THE ARCHITECT OF ENOURER SHALL NOT INCLUDE INSTELLATIONS OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES.
- B. GENERAL CONTRACTOR SHALL VISIT THE JOB SITE AND VERBIY ALL GRADES, CLIMENSONS, AND CONDITIONS PRIOR TO BIDDING AND COMMINGHING CONTRICTION. ALL DIMENSIONS CONTROLLED BY EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONT
- 9. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EMISTING UTILITIES WHETHER SHOWN HEREON OR NOT, AND TO PROTECT THAN FROM DAMAGE, THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPAILMENT IN CONJUNCTION WITH THE EXECUTION OF THIS WORK.
- CENERAL CONTRACTOR SHALL NOTIFY THE ENGINEER AND ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES FOUND WITHIN THE CONTRACT DOCUMENTS, PRIOR TO STARTING WORK.

CONCRETE:

- 1. ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO CHAPTER 19 OF THE CBC AND TO ALL REQUIREMINTS OF ACI JOI-96, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUNDINGS," EXCEPT AS SPECIFIED HEREIN.
- 2. MIX DESIGN REQUIREMENTS:
- A CEMENT SHALL BE TYPE IL.
- B. COMPRESSIVE STRENGTH = 3,250 PS C. CONCRETE SLUMP SHALL NOT EXCEED 4".
- ALL REINFORCING STEEL SHALL BE SECURED IN POSITION AND INSPECTED BY THE BUILDING OFFICIAL PRIOR TO PLACING CONCRETE.

REINFORCING STEEL:

- REINFORCING STEEL SHALL CONFORM TO ASTM A-815 GRADE GO UNLESS OTMERWISE NOTED.
- 2. BARS SHALL BE CLEAN OF MUO, DIL, OR CTHER COATINGS LIKELY TO IMPAIR BONDING.
- 3. ALL REINFORCING SHALL BE SECURED IN PLACE PRIOR TO INSPECTIONS, PLACING CONCRETE, OR GROUTING MASONRY.
- REPROPERTY STEEL SHALL BE SPICED AS SHOWN OR NOTED SPICES AT OTHER LOCATIONS SHALL BE REPUED AS SHOWN OR NOTED SPICES AT OTHER LOCATIONS SHALL BE REMEMBED BY THE STRUCTURAL REFORMER, ALL VERTICAL WALL REPROPERTY SHALL BE CONTINUOUS BETWEEN SPICE LOCATIONS SHOWN IN THE OCTURE.

FRAMING LUMBER:

- I ALL WISHLEY GRADED FRAMING LUMBER SHALL CONFORM TO THE GRASHING RUMES SET FORTH BY THE WEST COAST LUMBER INSPECTION BURGLU (WCMUS) OR THE WESTERN WOOD PRODUCTS ASSOCIATION (WWPA). EACH PIECE SHALL BEAR THE GRADE STAMP OF AN APPROVED GRADMA AGENCY, EXCEPT EXPOSED LUMBER SHALL BEAR NO MARKINGS WHICH WILL BE VISIBLE AFTER INSTALLATION.
- 2. FRAUMO LUMBER SHALL BE DOUGLAS FIR-LANCH, UNLESS DITHERMISE NOTED. 2x AND AX SAWN LUMBER SHALL HAVE A MOISTURE CONTENT NOT MORE THAN 19% AT TIME OF FABRICATION. ALL LUMBER SHALL BE SAPWGOD. (NO HEARTWOOD ALLOWED) THE FOLLOWING GRADES SHALL BE THE MINIMUM ACCEPTABLE GRADES, UNLESS OTHERWISE NOTED:

пем STUDS

BEAMS AND STRINGERS: 5" AND THICKER, 6" AND WIDERNO. 1

POST AND THEREPS 5" x 5" AND LARGER

- PROR TO COVERNO.

 A LL CIUE CAMINATED MEMBERS AS SHOWN ON PLANS SHALL
 BE IN ACCORDANCE WITH A.N.S.I. A190.1. INSPECTION
 CENTRICATES SHALL BE FIRMISHED WITH BCH BEAM, SHOP
 DIMWINGS GHALL BE SUBMITTED FOR REVIEW, GLUE L'AMINATED
 MEMBERS SHALL BE OF INCUSTRAL APPEARACE WITH
 EXTEROR CIUE HE FOLLOWING COUCLAS FIR SPECIES
 COMBINATIONS SHALL BE GLUED.

SIMPLE SPAN BEAM: 24F-V4 CANTILEVERED BEAMS: 24F-V8

- FRAMING HARDWARE SHALL BE SIMPSON "STRONG THE" OR EQUAL, UNLESS OTHERWISE NOTED. SUBSTITUTIONS SHALL BEAR (C.B.O. APPROVAL
- 6. NAUNG SCHEDULE TYPICAL UNLESS OTHERWISE NOTED ON DRAWINGS: CONNECTION

COMMON NAILS

ADDITIONAL NATURE NOTES:
ALL MAIS STALL BE COMMON HAILS IN CONFORMANCE
WITH FEDERAL SPECIFICATION FF-N-1058, UNLESS
OTHERMISE SPECIFIC ON DIVANNAS, SINKERS SHALL NOT
BE SUBSTRUCTED UNLESS SPECIFICALLY APPROVED BY THIS

B. ENGINEER.

ALL NAILS EXPOSED TO THE WEATHER SHALL BE CALVANIZED.

C. TOE NAILS SHALL BE DRIVEN AT AN ANGLE OF 30 DEGREES TO THE PIECE SURFACE AND BE STARTED AT 1/3 THE LENGTH FROM THE EDGE OF THE PIECE.

- WOOD SCREWS SHALL BE IN CONFORMANCE WITH A.N.S.I. B18.6.1. WOUD SCREWS SHALL BE IN CONFORMANCE WITH ANS.1, BILLS BUTS AND LAS SCREWS SHALL CONFORM TO ANS.1, BILLS.1, ALL BOLTS THAN WOOD SHALL HAVE STANDARD CUT MASFERS EXCEPT MHERE MITAL SIDE PLATES ARE SPECIFIED, BOLT HOLES SHALL BE BORDO 1/32 TO 1/16" LARGER THAN 176. BOLT DIMETER, MILESS OTHERWISE NOTED, THE CONFINCTION SHALL INSTALL A SIMPSON BY—5/8-3 WITH (4) SIDS 1/4 \times 1 1/2 SORWAS AT ALL HOLES LARGER THAN 1/16" OVERSELT AT NO ADMINISTRACT ALL BOLTS SHALL BE RETINATED. PRIOR TO APPLICATION OF PLATE 1.
- 9 ALL WOOD REARING ON CONCRETE OR MASONRY IF LESS THAN 4"-0" ABOVE GRADE SHALL BE PRESSURE TREATED DOUGLAS FIR.
- STRUCTURAL MEMBERS SHALL BE NOT CUT FOR FIPES, ETC. UNLESS SPECIFICALLY NOTED OR DETAILED.

MASONRY:

- ALL MASONRY MATERIALS AND CONSTRUCTION SHALL CONFORM TO CHAPTER 21 OF THE COC AND TO ALL REQUIREMENTS OF SPECIFICATIONS FOR MASONRY STRUCTURES" (AS 330.1/ASCE 6-66) PUBLISHED BY THE AMERICAN CONCRETE INSTITUTE.
- 2. CONCRETE MASONRY UNITS FOR HOLLOW UNIT MASONRY CONCRETE MASONAY ONTS FOR HOLLOW ONT MASONAY ONTS CONSTRUCTION SHALL BE MEDIUM WEIGHT GRADE "N' UNITS CONFORMING WITH ASTM C-90. SEE ARCHITECTURAL FOR THE (FINISH), PATTERN, AND JOHN DETAILS, PROVIDE RUNNING BORD U.O.N. CONCRETE MASONAY UNITS SHALL HAVE AN ULTIMATE COMPRESSIVE STRICKTH - 1900 PSI.
- 3. MORTAR SHALL BE FRESHLY PREPARED AND UNIFORMLY MIXED, MORTAR SHALL BE TYPE "M" OR "S" WITH A MINIMUM ULTMATE COMPRESSIVE STRENGTH OF 2,000 PSI AT 28 DAYS, MORTAR SHALL MATCH BLOCK COLOR
- 4. GROUT SHALL BE PROPORTIONED BY VOLUME AND SHALL HAVE SUFFICIENT WATER ADDED TO PRODUCE CONSISTENCY FOR POURNED WITHOUT SECREGATION, GROUT SHALL ATTAIN A MINKWAID COMPRESSIVE STRENGTH (F) OF 2,500 PSI AT 28 DAYS, FROMCRE CLEM OUT OPENINGS, WHITE GROUT LET EXCEEDS 4'-0".
- 5. GROUT ALL CELLS.
- ALL REINFORCING STEEL SHALL BE SECURED IN POSITION PRIOR TO GROUTING.
- 7. PROVIDE CONTROL JOINTS AT 48'-0" o.c. MAX.
- SPECIAL INSPECTION IS REQUIRED FOR MASONRY IN ACCORDANCE WITH CODE SECTION 1701,5,7,2

SPECIAL INSPECTION REQUIREMENTS:

- THIS SECTION APPLIES TO THE STRUCTURAL PORTIONS OF PROJECT REQUIRING SPECIAL INSPECTION. REFER TO COC 1701.3 AND 1701.5 FOR SPECIAL INSPECTOR'S DUTIES.
- ALL TESTS AND INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT TESTING AND INSPECTION ACENCY EMPLOYED BY THE OWNER OR ACCHTECT AND NOT THE CONTRACTOR PER CBC SECTION 108.3.5.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROMDING A SCHEDULE TO THE TEST AND INSPECTION FIRM TO FACILITATE THE PROPER COORDINATION OF WORK,
- 4. PORTIONS OF WORK REQUIRING SPECIAL INSPECTION: CONCRETE:
- A CONTINUOUS INSPECTION AND TEST CYLINDERS FOR STRUCTURAL CONCRETE INCLUDING FOUNCATION CONCRETE OF 3250 PSI.

REINFORCING STEEL:
A PLACING OF REINFORCING.

WELDING:

- A ALL STRUCTURAL WELDING EXCEPT WELDING IN APPROVED SHOPS PER CBC 1701.7.
- B. REINFORCING STEEL WELDING PER CBC 1701.5.3
- A ADHESIVE ANCHORS IN CONCRETE, MASONRY, OR GROUT.

A SPECIAL INSPECTION REQUIRED FOR MASONRY IN ACCORDANCE WITH CODE SECTION 1701.5.7.2.

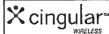
FOUNDATION:

DESIGN IS PASED ON CRC TABLE 18-1A. ALLOWABLE BEARING: 1000 PSF W/ INCREASES FOR DEPTH

LATERAL BEARING: 100 PSF

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PROPRETARY INFORMATION



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PARSONS

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ARCHITECT



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CLIENT REVIEW

RS0029-01-P5-B1



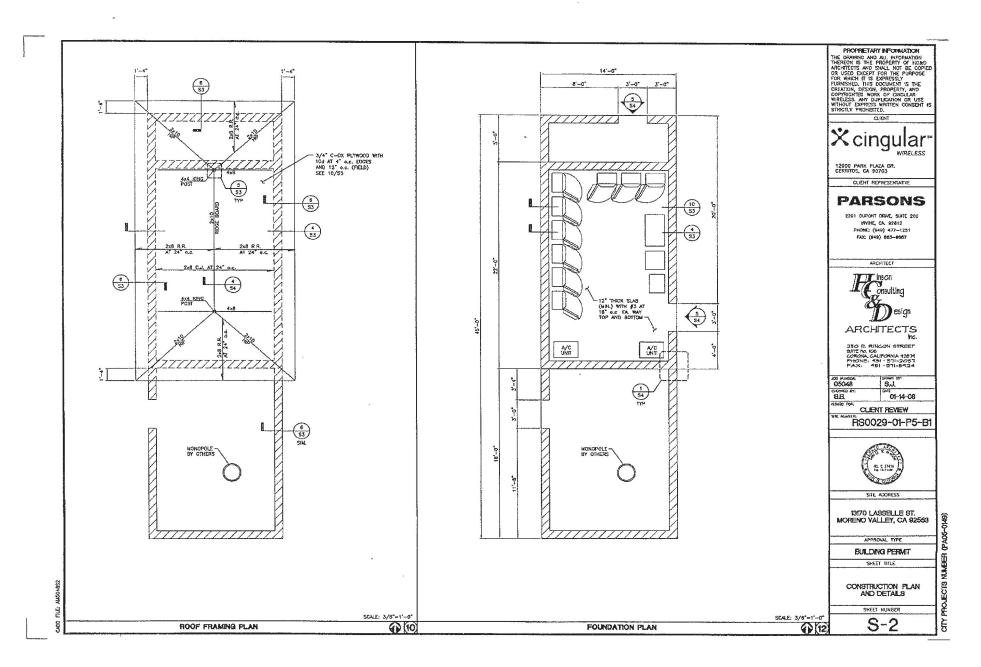
13170 LASSELLE ST. MORENO VALLEY, CA 92553

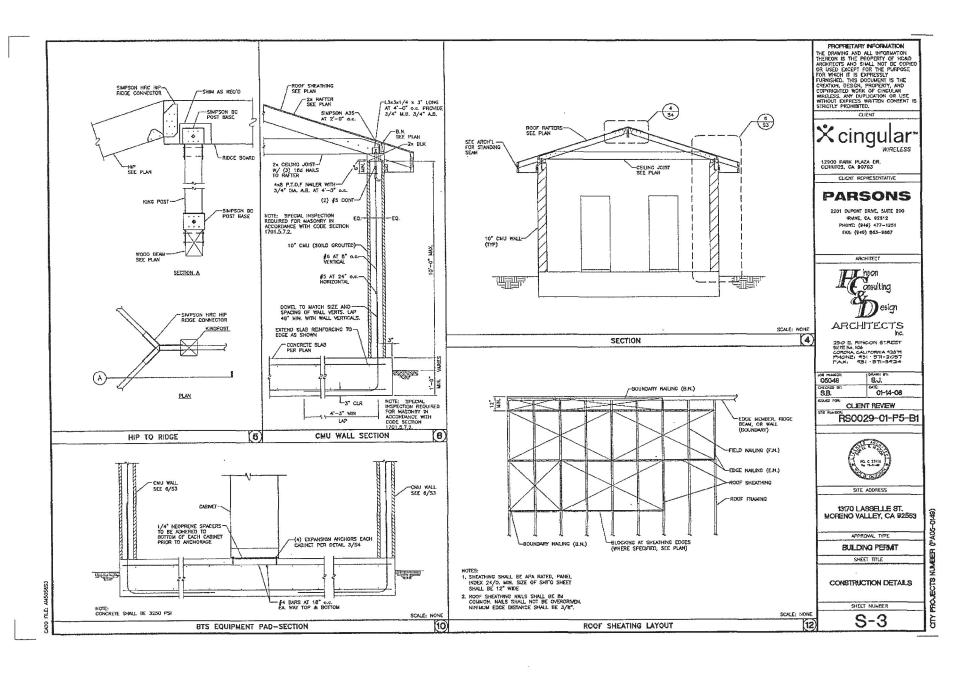
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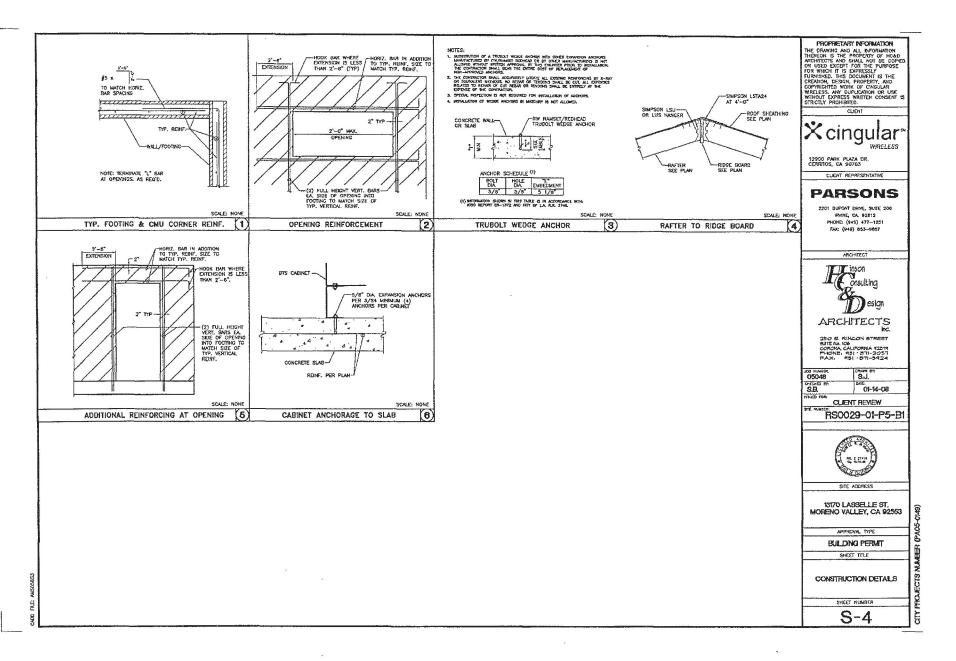
CONSTRUCTION NOTES

SHEET NUMBER

CONSTRUCTION NOTES

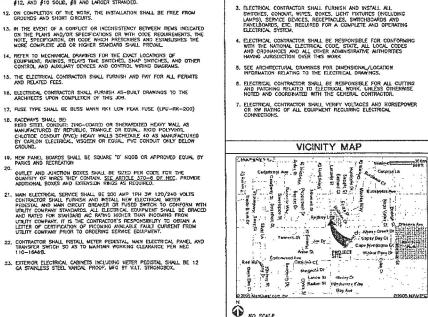






ELECTRICAL SPECIFICATIONS THE ELECTRICAL INSTALLATION WORK SHALL COMPLY WITH ALL LOCAL, STATE AND NATIONAL CODES, LAWS AND ORDINANCES APPLICABLE TO ELECTRICAL WORK. 2. ALL MATERIAL AND EQUIPMENT FURMSHED AND INSTALLED UNDER THIS CONTRACT SHALL BE FREE FROM DEFECTS AND SHALL BE GUARANTEED FOR A PERIOD OF ONE THAT FROM DATE OF FINAL ACCEPTANCE BY THE OWNER OR HIS REPRESENTATIVE. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FALLY WORKHAANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIAL AND LABOR TO CORRECT THE PROBLEM WITHOUT COST TO THE OWNER. 3. ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE LISTED BY UNDERWRITERS LABORATORIES. 4. ALL WORK TO BE EXECUTED IN A WORKMANLIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED. ELECTRICAL CONTRACTOR SHALL COGRDINATE ALL WORK WITH MECHANICAL AND ARCHITECTURAL PLANS THE REQUIREMENTS OF ALL EQUIPMENT ACTUALLY BEING INSTALLED SHALL BE VERIFIED PRIOR TO INSTALLING THE ELECTRICAL WORK. 6. WIERRUPTION OF ELECTRICAL POWER TO ANY PART OF THE BUILDING SHALL BE CAREFULLY PLANNED TO KEEP THE ABOUNT AND LENGTH OF "DOWN TIME" TO A SHAMULUN, SUCH INTERRUPTIONS SHALL BE COLEDULED AND CAREFULLY COORDINATED WITH THE OWNER ALL WORK SHALL BE PERFORMED AT A TIME CONFIDENT TO THE OWNER. ALL EQUIPMENT REMOVED DURING THE DEMOUTION PHASE OF THIS WORK SHALL REMAIN THE PROPERTY OF THE OWNER. ALL EXISTING DEVICES, LIGHTING FIXTURES, ETC., DESIGNATED TO BE REUSED SHALL BE CLEANED, LIGHTING FIXTURES RELAMPED AND DAMAGED LENSES REPLACED. 8. ELECTRICAL WORK SHALL INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED, INCLUDING GUT NOT LIMITED TO COMPLETE ELECTRICAL SYSTEMS POWER AND LIGHTING, TELEPHONE CONDUIT SYSTEM, SIGNAL SYSTEMS. PANELBOARD(S), CONTROL WIRING, GROUNDING, CONDUIT ONLY SYSTEMS, ETC., AS BIDICATED ON RADIOLOGY PLANS, MECHANICAL, PLUMBING AND FLECTRICAL PLANS AND/OR REQUIRED BY GOVERNING CODES. 10. FIXTURES AND DEVICES SHOWN AS EXISTING SHALL REMAIN U.O.S. 11. ALL BRANCH CIRCUIT CONDUCTORS SHALL BE COPPER TYPE THHN/THWN, #12, AND #10 SOLD, #8 AND LARGER STRANDED. 12. ON COMPLETION OF THE WORK, THE INSTALLATION SHALL BE FREE FROM GROUNDS AND SHORT CIRCUITS.

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GENERAL NOTES

UNLESS SPECIFICALLY NOTED OTHERWISE, ALL ELECTRICAL MATERIALS, EQUIPMENT AND WORK SHOWN ON THESE PLANS ARE NEW TO BE PROVIDED AND INSTALLED BY THE ELECTRICAL CONTRACTOR

2. ELÉCTRICAL CONTRACTOR SHALL VERIFY VOLTAGES AND HORSE POWER RATING OF ALL MECHANICAL EQUIPMENT. REFER TO MECHANICAL/FLUMENIC PLANS AND SPECIFICATIONS FOR ADDITIONAL ELECTRICAL WORK, EQUIPMENT AND CONTROL WIRING TO BE

3. PROR TO INSTALLING ANY ELECTRICAL THE ELECTRICAL CONTRACTOR SHALL VERBY EXACT LOCATION AND REDUREMENTS ON THE JOB AND BY REPETENCE TO ARCHITECTURE, MECHANICAL AND EQUIPMENT SUPPLIERS DRAWINGS, SHOULD THERE BE ANY QUESTIONS OR PROBLEMS CONCERNING THE NECESSARCH PROVISIONS TO BE MADE.

4. ALL STARTERS SHALL BE FURNISHED WITH THREE (3) OVERLOAD RELAYS.

8. ELECTRICAL CONTRACTOR SHALL INSTALL AND CONNECT STARTERS, FUSED AND NON-FUSED DISCONNECT SWITCHES, CONTROLS AND OTHER CONTROL DEVICES FURNISHED WITH PACKAGED SYSTEMS WHEN NOT FACTORY MOUNTED.

ALL EXISTING DEVICES, LIGHTING FIXTURES, ETC. DESIGNATED TO BE REUSED SHALL BE CLEANED, LIGHTING FIXTURES RELIAMPED AND DAMAGED LENSES REPLACED.

CONTRACTOR NOTES

1, BEFORE SUBMITTING BID, YERIFY EXISTING SITE CONDITIONS, ELECTRICAL SERVICE REQUIREMENTS AND THE EXACT SERVING UTUTY POINTS OF CONNECTION.

ELECTRICAL CONTRACTOR SHALL MIST JOBSITE AND VERIFY EXISTING CONDITIONS BETWEE BEDDING AND SHALL INCLUDE IN BID THE RECESSANCY COST TO CONSTRUCT THES PROJECT IN ACCORDANCE WITH THE MISH OF THE ELECTRICAL DRAWINGS SPECIFICATIONS, AND ALL APPLICAGE CODES.

DIRECTIONS SHALL BE OBTAINED BEFORE PROCEEDING WITH

FURNISHED AND/OR INSTALLED BY ELECTRICAL CONTRACTOR.

GROUNDING NOTES PROPRIETARY INFORMATION PROFITETAM INFORMATION THE DRAWING AND ALL INFORMATION THEREON IS THE PROPERTY OF MCAD THEREON IS THE PROPERTY OF MCAD OR USED EXCEPT FOR THE PROPOSE FOR WHICH IT IS EXPRESSLY FURNISHED. THIS DOCUMENT. THE PURHISHED THIS DOCUMENT. THE OPPRISHED THE DOCUMENT. THE OPPRISHED THE DEPOSE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHEFEED. ALL DETAILS ARE SHOWN IN GENERAL TERMS, ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS. ALL EXTERIOR GROUNDING AND TOP OF CROUNDING RODS SHALL BE BURIED TO A MINIMUM DEPTH OF 2"-6" BELOW FINISH GRADE, ELECTRIC METER GROUND EXCEPTED. 3. ALL GROUNDING CONDUCTORS SHALL BE \$2 SOLID TINNED COPPER UNLESS OTHERWISE NOTED. 4. NOTIFY PROJECT MANAGER IF THERE ARE ANY DIFFICULTIES INSTALLING CROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS. X cingular ALL UNDERGROUND GROUNDING CONNECTORS ARE TO BE CAD WELDED, ABOVE GRADE GROUNDING SHALL BE EITHER CAD WELD OR RREVERSIBLE COMPRESSION TYPE AS SPECIFIED ON DRAWINGS. 12900 PARK PLAZA DR. CERRITOS, CA 90703 CLIENT REPRESENTATIVE 7. GROUNDS ARE TO BE INSTALLED A MINIMUM OF 2'-O" FROM SHELTER OR TOWER. PARSONS B. CATE GROUNDING FLEX CONNECTOR: REFERENCE "CADWELD" CATALOG \$AD402 FOR GATE/POST FLEX CONNECTOR (EXAMPLE: PART NO. AZ39FC25-Y-XL FOR 3" POST) 2201 DUPONT DRIVE, SUITE 200 IRVINE, CA. 92612 PHONE: (949) 477-1251 FAX: (949) 863-9887 **ABBREVIATIONS** - AIR CONDITIONER - ABOVE FINISH FLOOR - ABOVE FINISH CRADE - ANTENNA GROUND BUSS - ANTENNA GROUND RING - AMPENDE INTERRUPTING CAPACITY - AMPENDE INTERRUPTING CAPACITY LOW VOLTAGE MAXMUM MECHANICAL CONTRACTOR MILLON CIRCULAR MILL MASTER GROUND BUSS AC AFFO BOOK ASPECTOR OF CONTINUES OF CONTIN LV MAC AND MEDICAL MED ARCHITECT inson onsulting MASTER GRO MINIMUM MOUNT NEUTRAL NICHT LICHT MUMBER AMPERAGE INSENSULTING AMPRICAL APPROXIMATE AMERICAN WIRE GAUGE BREAKER BREAKER BREAKER BREAKER ALL CUTTING 19 OF THE PROPERTY esign PANEL SCHEDULE 40 PLASTIC CONDUIT MIN POWER RECEPTACLE ARCHITECTS = RAIN TIGHT = SOUTHERN CALIFORNIA EDISON = SPECIFICATIONS 250 E. RINCON STREET 94TE NO. 106 CORONA, CALIFORNIA 42014 PHONE: 491 : 371-2057 PAX: 451 : 571-5424 SWITCH TELEPHONE TIPICAL TYPICAL UNDERGROUND UNDERGROUND UNDERWRITERS LABORATORIES UNLESS OTHERWISE SPECIFIED VOLTS VOLT AMPERE VOLTAMPERE VOLTAMPERE VOLTAMPERE VOLTAMPERE VOLTAMPERE VOLTAMPERE 05048 01-14-08 CLIENT REVIEW WEATHERPROOF TRANSFORMER RS0029-01-P5-B TRANSFER SWITCH 99 C 274e4 Se U-21-99 POWER AND TELEPHONE GENERAL NOTES SITE ADDRESS CONTRACTOR SHALL COORDINATE WITH UTELTY COMPANY FOR FINAL AND EXACT WORK/MATERIALS REQUIREMENTS AND CONSTRUCT TO LITELTY ENGINEERING PLANS AND SPECIFICATIONS ONLY. 13(70 LASSELLE ST MORENO VALLEY, CA 92553 CONTRACTOR SHALL PURNISH AND RISTALL ALL CONDUIT, PULL WIRES, CABLE PULL BOXES, CONCRETE ENGASEMENT OF COMPUT (IF REQUIRED), TRANSFORMER PAD, BARRIERS, POLE RISSERS, TRENCHING, BACK FILL, PAY ALL UNILLY FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF WORK. APPROVAL TYPE BUILDING PERMIT

POWER COMPANY.

PHONE NUMBER: (909) 820-5880

ADDRESS: 300 N. PEPPER BLDG B.
CITY, STATE, ZIP: ENAUTO, CA 92378

BOB PATTERSON

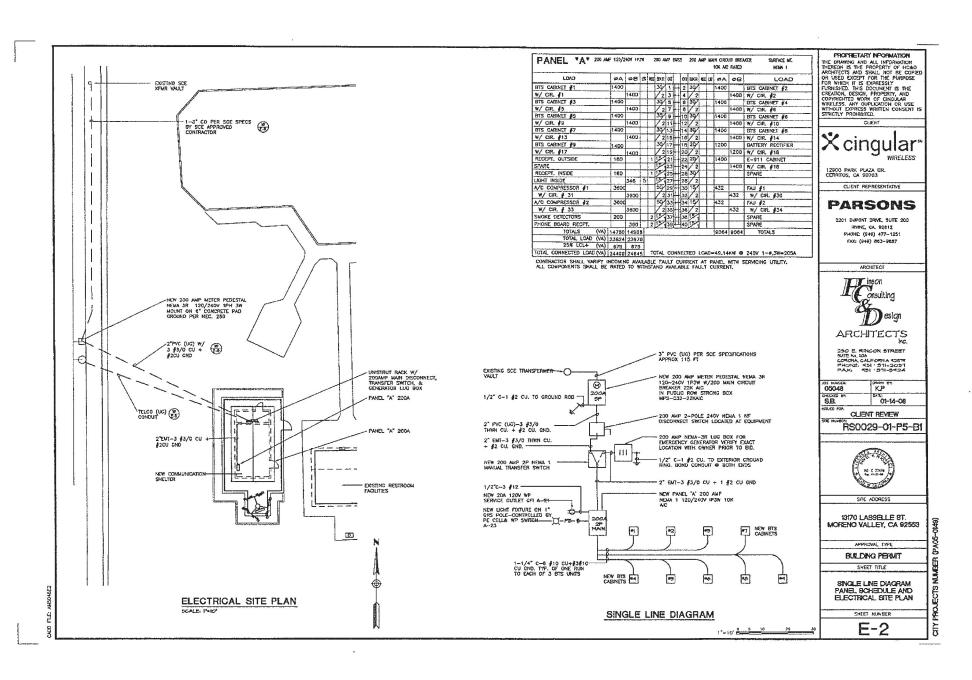
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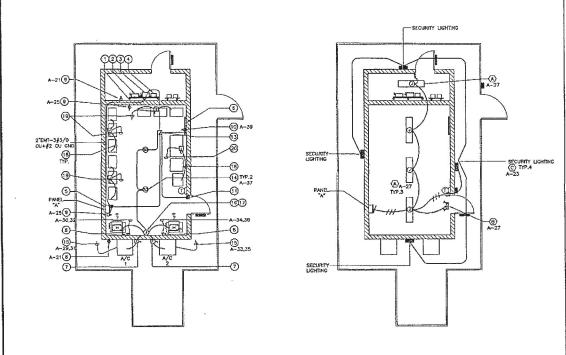
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ELECTRICAL

SPECIFICATIONS AND GENERAL NOTES

SHEET NUMBER





ENLARGED POWER PLAN

SCALE: 1/4"=1"-0"

REFERENCE NOTES

- (1) UNISTRUT RACK. 3" POSTS W/(2) 1-1 GUAGE 12 UNISTRUT HORIZONTAL AND 1-1 UNISTRUT VERTIVAL CROSS PIECES AS REQUIRED TO SUPPORT EQUIPMENT.
- (2) MAIN DISCONNECT-200 AMP 240 VOLT 3P4W FUSED SWITCH NEMA 1 W/ 200 AMP RKI FUSE MIN.
- 3 TRANSFER SWITCH, 200 AMP DPDT 240V W/ SOLID NEUTRAL AND GROUND, SQUARE D DTU324 OR EQUAL NEWS 1
- (4) GENERATOR LUG BOX. 3P4W PER CINCULAR STANDARDS.
- (5) ELECTRICAL PANEL "A" 200AMP 240 VOL:T 1PH 3W W/ 200 AMP 2P MAIN CIRCUIT BREAKER 22K AC. INCLUDES SURGE BLOCK AND 30 CIRCUIT DISTRIBUTION NEWA 1 CONSTRUCTION
- (6) PROVIDE A 4'X4'X3/4" PLYWOOD BACKBOARD TYPE C-D FIRE RETARDANT TREATED: SKIM COAT AND PAINT TO MATCH WALLS. PROVIDE 1#6-1/2"C TO MAIN GROUND BUSS
- (7) PROVIDE 60 AMP 2P 240V NEMA 3R FUSED DISCONNECT SWITCH WITH (2) LINN-RK1 FUSES, SIZE PER COUPMENT MANUFACTURE'S RECOMMENDATIONS, SQUARE 'D' OR EQUAL
- (8) PROVIDE 30 AMP 2P 240V INDOOR FUSED DISCONNECT SWITCH WITH 2 LPN-RK1 FUSES. SIZE PER EQUIPMENT MANUFACTURE'S RECOMMENDATIONS, SQUARE 'D' OR EQUAL
- 9 PROVIDE DUPLEX RECEPTACIE, 20 AMP 125V 3W, MOUNTED AT 18" AFF HUBBELL NO. 5382-20A-125V
- (10) PROVIDE DOUBLE DUPLEX (ALSO SEE NOTE 7), MOUNT AT 7'-0" AFF
- (1) PROMDE TWO PIECE MAGNETIC DOOR ALARM, SONTTROL 28A. RUN CONDUCTORS AND CONDUIT PER NOTE 11 AND LEAVE ENOUGH SLACK WIRE TO REACH FLOOR FROM CABLE RACK, SEE SMEET E-5 DETAIL X
- (2) PROMDE HIGH/LOW TEMPERATURE ALARMS, WALL MOUNTED (H=+62*, L=+54*) FROM EACH DEVICE ROLTE CONDUCTORS AND CONDUST PER NOTE 11 ABOVE. MANUFACTURED BY DAYTON NO. 26206 SPST. MOUNT ON EDGE OF TELCO BOAYO.
- (3) PROVIDE (10) \$22-1 1/2" FROM TELCO BOARD TO A 550 J-BOX, SECURE J-BOX TO CASLE LADDER, PROVIDE 2\$22CU 1/2"C FROM J-BOX TO EACH ALARM DEVICE LISTED BELOW SURGE ARRESTOR ALASM CONTACT
 MACHETIC OOCH ALASM
 HIGH AND LOW TEMPERATURE THERMOSTAT
 SMOKE DETECTOR
 HVAC UNIT SHUTDOWN
- (4) PROVIDE SMOKE DETECTOR MANUFACTURED BY PYTRONICS NO. DU-3 WITH DRY CONTACTS FOR AC SHUTDOWN. MATCH VOLTAGE AND AMPERAGE OF CONTROL SYSTEM, PROVIDE RELAY FOR A/O SHUT DOWN
- (15) INSTALL 1" CONDUIT WITH 2/8+1/10 CND FROM COMPRESSOR THROUGH WALL 1"C-2/6CU+1/10 GND TO PANEL 'A'
- (8) HVAC SHUTDOWN CIRCUIT. 2 \$22-1/2°C
- (17) EXTEND 4#22-1/2°C TO FAN COLL FOR CONTROLS VERIFY WITH MANUFACTURER PRIOR TO INSTALLATION
- (B) INSTALL 3/4" (SEALTITE FLEX) WITH 2\$10+1\$10 CND FROM RECORDER TO J-BOX, GROUND CONDUCTORS SHALL BE ISOLATED AND TERMINATE AT PANEL OND BUSS. TYP 9 UNITS
- (9) INSTALL 1-1/4" (ENT) WITH 6/10+3/10 CND FROM RECTIFIER J-BOX, TO PANEL A GROUND CONDUCTORS SHALL BE ISOLATED AND TERMINATE AT PANEL GND BUSS
- (D) INSTALL 3/4" (EMT) WITH 3#10+1#10 CND FROM RECTIFIER J-BOX, TO PANEL A. GROUND CONDUCTORS SHALL BE ISOLATED AND TERMINATE AT PANEL CNO BUSS

PROPRIETARY INFORMATION

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RS0029-01-P5-B1



SITE ADDRESS

13170 LASSELLE ST. MORENO VALLEY, CA 92553

APPROVAL TYPE **BUILDING PERMIT** SHEET TITLE

LIGHTING PLAN, POWER AND ALARM PLAN, AND LIGHTING FIXTURE SCHEDULE

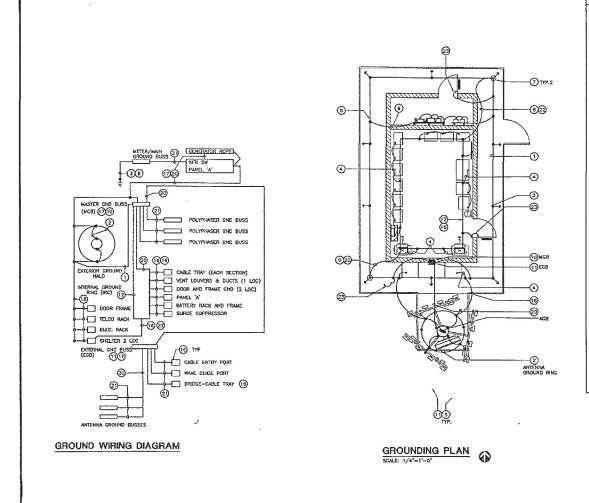
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LIGHTING PLAN

0	LIGHT FIXTURE SCHEDULE			
DESIG	LAMPS	VOLTS	DESCRIPTION	MANUFACTURER
62	FLUORESCENT (2) F32-T8-CW	120	1X4 SURFACE FLOURESCENT WITH MOUNTING HARDWARE	LITHON'A # 2LB-232-120-€EB
6	INCANDESCENT WITH FIXTURE	120	EXIT SIGN WITH GREEN LETTERS AND 90 MIN. BATTERY BACKUP WITH (2) 7.2 WAIT EMERGENCY LAMPS	LITHONIA # H2M-S-W-1-G-120-SSB
C 15	70W HPS WITH FIXTURE	120	SURFACE WALL PACK WITH PE CELL	KIM WALL DIRECTOR WD140G-70HPS120-LGP-A30 DARK SKY MODEL

1/4*=1'-0* 0 1 2 4

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GROUNDING NOTES

- TEXTERIOR GROUND RING, #2 BASE SOLID TENNED CU 24" AWAY FROM SHELTER 30" BELOW GRADE, PROVIDE 3/2"X10FT CU RODS A14 COMPRES A/AM NOT TO EXCEED INTERPART, CONNECT TO ANTERNA GROUND RING AND MGS IN TWO LOCATIONS, SEE SMEET 6-5 DETAIL 12
- (2) ANTENNA GROUND RING, §2 BARE SOULD TIMBED CLI 72" AWAY FROM BASE, 30" BELOW GRADE, CONNICCT TO ANTENNA CASE GROUND IN TWO LOCATIONS, SLEEVE THROUGH FOOTING WITH 1" PVC CONDUIT IF APPLICABLE, SEE SHEET E-5 DETAIL 12
- 3 5/8"X10FT CU GROUND ROD, TYP. SEE SHEET E-5 DETAIL 12
- ◆ SOND ALL EQUIPMENT AND CABINETS WITH JECU TO GROUND RING
- (5) INDICATES CAD WELD CONNECTION, TYP OF ALL
- (B) GROUND SHELTER TO EXTERIOR GROUND RING WITH \$2 BARE SOLID TIMMED CU IN TWO LOCATIONS. SEE SHEET E-5 DETAIL 7
- (7) GROUND TEST WELL, TYP OF 2. SEE SHEET E-5 DETAIL 12
- B) MAIN ELECTRICAL SERVICE GROUND PER NEC 250.
- (a) BOND MAIN ELECTRICAL SERVICES CROUND TO EXTERIOR GROUND RING WITH #2CU. SEE SHEET E-5 DETAIL 9
- (10) MAIN GROUND BUSS. 1/4"X24"X4" WITH APPROVED ISOLATORS. SEE SHEET E-S DETAILS 1 AND 6, BOID TO EXTERNAL GROUND RING WITH 42 BARE CU IN TWO LOCATIONS
- (1) EXTERNAL GROUND BUSS, $1/4^{\circ}$ X24"X4" WITH APPROVED ISOLATORS, SEE SHEET E-5 DETAILS 1 AND 8
- (2) INTERNAL GROUND HALO. \$2 CREEN INSULATED CU. BOND TO NGB AND ALL INTERNAL METAL ECONPMENT, SEE DIAGRAM, SUPPORTS FOR GROUND HALO SHALL BE PER CINGULAR STANDARD,
- (3) FIELD SIZE MGB GROUNDING CONDUCTOR TO GROUND RODS. (MIN 51ZE STALL BE \$2 BARE SOLID TINNED OU) RESISTANCE SHALL BE 5 OHMS OR LESS
- (4) ALL CABLE TRAY SECTIONS AND SUPPORTS SHALL BE BONDED TO EACH WITH \$6 GREEN INSULATED COPPER WIRE AND 2 HOLE T AND B LUGS WITH STAR WASHER AND NOLOX GREASE
- $\textcircled{\scriptsize{\textbf{5}}}$ All connectors shall be three crimp c-tap compression, t and b \$54740 or equal
- (3) ALL CONSECTORS SHALL HAVE (2) HOLE LONG BARRELL TYPE COUPRESSION LUGS, T AND B OR EQUAL. ALL LUGS SHALL BE ATTACHED TO BUSSING HOUTS, WITH, STAR WASHERS AND MOLOX GREAKE. NO WASHERS ARE ALLOWED BETWEEN ITCMS BEING GROWNED
- (1) CONTRACTOR SHALL TEST GROUND RESISTANCE TO INSURE 5 OHMS TO TRUE GROUND
- (8) #2 BARE SOLID TINNED COPPER WIRE
- 19 #6 BARE SOLID TINNED COPPER WIRE
- 20 #2 GREEN INSULATED STRANDED COPPER WIRE
- (2) 46 GREEN INSULATED STRANDED COPPER WIRE
- (2) SLEEVE CONDUIT THROUGH FOOTING WITH 1" PVC CONDUIT
- ② GROUND DOOR TO FRAME WITH #2CU, SEE SHEET E-5 DETAIL B.

PROPRIETARY INFORMATION

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05048 KP SB. 01-14-08

> CLIENT REVIEW RS0029-01-P5-B1



SITE ADDRESS

13170 LASSELLE ST. MORENO VALLEY, CA 92553

APPROVAL TYPE

BUILDING PERMIT

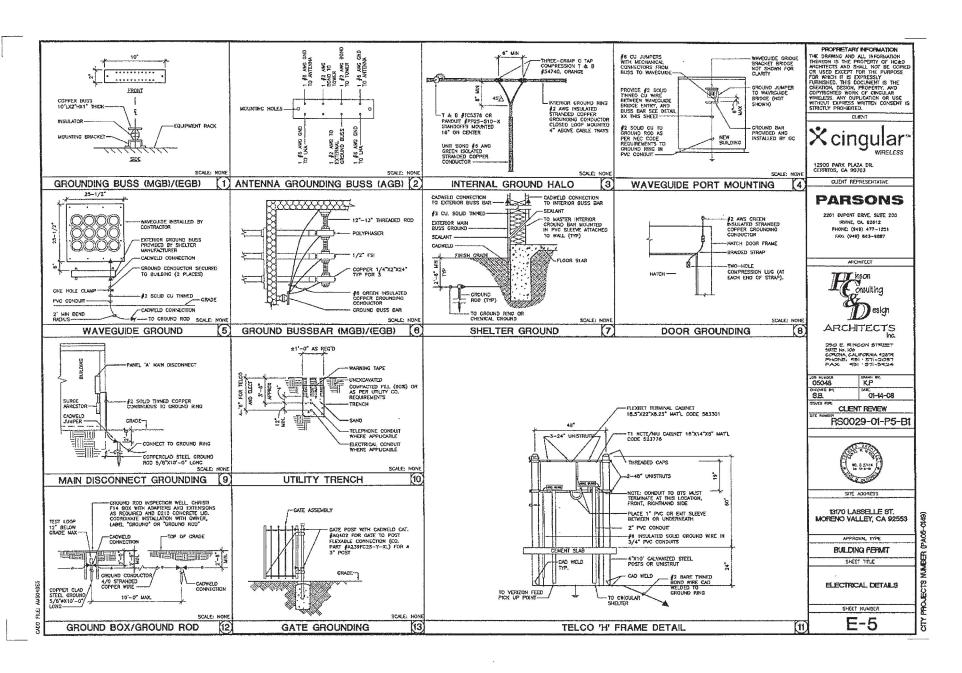
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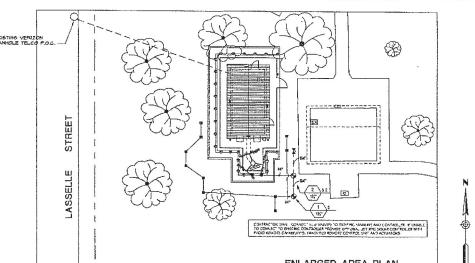
GROUND WIRING DIAGRAM GROUNDING NOTES AND OROUNDING PLAN

SHEET NUMBER

E-4

1/4"=1'-0" 01 7 4





IRRIGATION_SCHEDULE 2017/1975 MANUFACTURER MODEL O'S CRIPTION Div Rair Brd 1806 SAM FAS 5 Sames NYK Strub Stray 6' popper with north whys, prote-For Bird Risk SCER-BCCO2 Foot Writering System with 41 instrution's 25% forgouth ISCULA 25% CREEN WIND 15th High most library and Disk 1 402 0 Septembrished with Sand Sock SHIPPOT. AVAILABLE MERASODE/DESCRIPTION OTY • languation untertail times PVC Senecula nO 21111 --- -- master tarter TVC Ore 315 16.4

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12900 PARK PLAZA DR. CERRITOS, CA 90703

CLIENT REPRESENTATIVE **PARSONS**

2201 DUPONT DRIVE, SUITE 200 IRVINE, CA 92612 PHONE: (949) 477-1251 FAX: (949) 863-9857

ARCHITECT



250 E. RINGON STREET SUITE No. 106 CORONA CALFORMA 42674 PHONE: 451: 571-2057 FAX: 451: 571-9924

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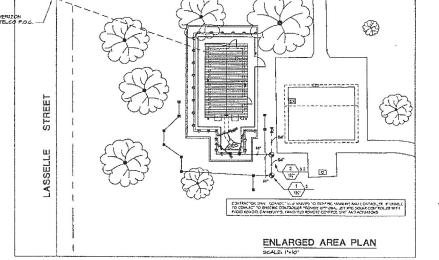
13170 LASSELLE ST. MORENO VALLEY, CA 92553

> APPROVAL TYPE BUILDING PERMIT

> > SHEET TITLE

IRRIGATION PLAN

SHEET NUMBER



IRRIGATION NOTES

THE DESIGN IS DIAGRAMMATIC. ALL EQUIPMENT SHOWN IN TAYED AREAS IS FOR DESIGN CLARRECATION ONLY AND IS TO BE INSTALLED WITHIN PLANTING AREAS AS NECESSARY. DO NOT WITHIUS MEALL ANY COURSEIT AS SHOWN ON FLASS WITCH IS CONCIDENTED FIRST FIRED THAT LIMACION COORDINGS OF STITLAM WERE YOUR CHOICH LAST WAS IN THESE TRANS MADE RETRANDED. ANY SQUELCOUPLED SHALL BE STOLIGHT TO THE ATTEMPON OF THE CONCIDENT EXPRESENTATIVES FROM TO ANY MORE OF THE IRROGATOR OF CONTRACTOR SHALL ASSIGNATE ALL RESTORMENTS. ANY THEIR CHARLEST FROM TO ANY MORE CONTRACTOR SHALL ASSIGNATE ALL RESTORMENTS FROM THEIR CHARLEST FROM TO THE CONTRACTOR SHALL ASSIGNATE ALL RESTORMENTS.

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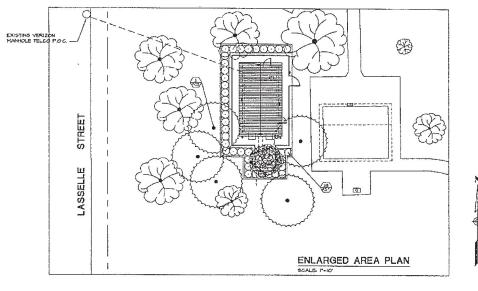
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12900 PARK PLAZA OR. CERRITOS, CA 90703

CLIENT REPRESENTATIVE

PARSONS

2701 OUPONT DRIVE, SUITE 200 EMNE, CA 92812 PHONE: (949) 477-1251 FAX: (949) 863-9667

ARCHITECT



ARCHITECTS

250 E. RINCON STREET SUTE NO. ICG CORDNA, CALIFORNIA 425TM PHONE: 451: 571-505T PAX: 451: 571-5424

05048 T.D. 01-09-08 S.B. CLIENT REVIEW

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13170 LASSELLE ST MORENO VALLEY, CA 92553

> APPROVAL TYPE BUILDING PERMIT SHEET TITLE

PLANTING PLAN

SHEET NUMBER L-2

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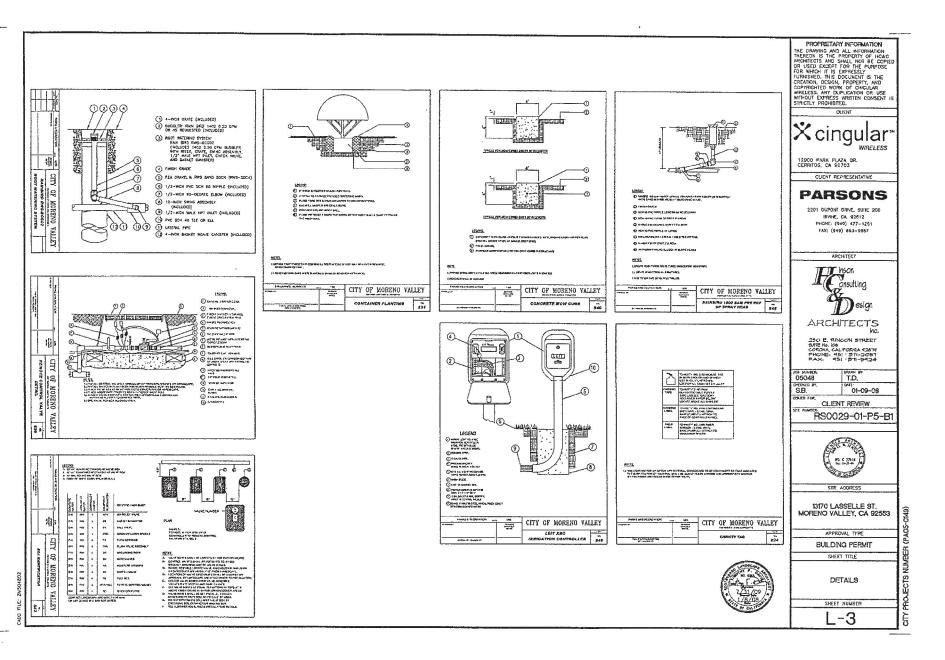
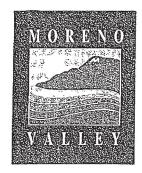


EXHIBIT "C"

Conditional Use Permit and Conditions of Approval



Community Development Department Planning Division

> 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805 Telephone: 951.413.3206 FAX: 951.413.3210

December 1, 2006

Ryan Elias-Berg Parsons 2201 Dupont Drive, Suite 200 Irvine, CA 92612

Subject:

Final Conditions of Approval for PA05-0149 -- Conditional Use Permit

Location: Weston Park, on the east side of Lasselle Street between

Dracaea Avenue and Ute Drive

Dear Mr. Elias-Berg:

Enclosed are the Final Conditions of Approval for PA05-0149, a conditional use permit for a new unmanned telecommunications facility for Cingular Wireless.

The Planning Commission of the City of Moreno Valley approved this project on November 30, 2006, subject to the enclosed conditions of approval. This approval is final unless an appeal is filed with the City Council within 10 calendar days of the approval date. If an appeal is not filed, this conditionally-approved conditional use permit will expire on November 30, 2009, unless extended as provided by City Ordinance.

If you have any questions, contact the Planning Division at (909) 413-3206.

Sincerely,

Kathleen Dale Associate Planner John C. Terell, AICP Planning Official

Final Conditions of Approval for PA05-0149 (Conditional Use Permit) Enclosure:

Cingular Wireless C:

Tony Hetherman, City of Moreno Valley parks and Recreation

Case file

CITY OF MORENO VALLEY PLANNING DIVISION

EXHIBIT A TO RESOLUTION 2006-60

FINAL CONDITIONS OF APPROVAL FOR PA05-0149 CONDITIONAL USE PERMIT FOR A WIRELESS COMMUNICATIONS FACILITY ASSESSOR'S PARCEL NUMBER: 477-451-001

APPROVAL DATE: **EXPIRATION DATE:** November 30, 2006 November 30, 2009

This set of conditions shall include conditions from:

- Planning (P), including Building and Safety (B)
- Fire Prevention Bureau (F)
- Parks & Recreation (PR)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

- P1. Conditional Use Permit PA05-0149 is for a new telecommunications facility to be located within Weston Park along the Lasselle Street frontage, west of the existing restroom building and south of the existing playground and picnic area. The proposed tower is 66 feet in height and will be disguised as a pine tree. The unmanned equipment shelter and tower will be located within an approximately 1,250 square foot lease area.
- P2. All ground-mounted equipment must be within an enclosed building or screened from the public right-of-way with a solid 6-foot decorative block wall.
- P3. Perimeter planting of shrubs shall be provided where the proposed improvements are visible from Lasselle Street.

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation WP - Water Improvement Plans GP - Grading Permits BP - Building Permits

CO - Certificate of Occupancy or building final

P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan

Ord - Ordinance Res - Resolution MC - Municipal Code DG - Design Guidelines

CEQA - California Environmental Quality Act Ldscp - Landscape Requirements

UBC - Uniform Fire Code SBM - Subdivision Map Act

UBC - Uniform Building Code

PLANNING DIVISION
FINAL CONDITIONS OF APPROVAL FOR PA05-0149
CONDITIONAL USE PERMIT – WESTON PARK MONOPINE
PAGE 2 OF 11

- P3. All utility and coaxial connections to the equipment building and to the monopine shall be underground.
- P4. Monopine design shall incorporate:
 - a. branch density of 20 to 25 branches per 10 linear feet of height (first branches no more than 12 feet above ground level per Condition PR3);
 - b. bark-textured cladding on trunk and branches (Cell Trees, Inc. material as presented for approval, or equivalent subject to approval by the Planning Division);
 - c. staggered placement of branches along the pole, with varying length and orientation for more natural appearance;
 - d. needle bushes shall be of material, texture and density providing natural appearance (Cell Trees, Inc. material as presented for approval, or equivalent subject to approval by the Planning Division);
 - e. canopy breadth at the lower-most branches of fifty percent of the overall height (to replicate typical canopy configurations of typical mature natural specimens);
 - f. canopy breadth at the height of the array to envelope the satellite dish and antenna arrays.
- P5. The physical appearance of the stealth materials shall be maintained, for the duration of facility operation, in accordance with the approved plans.
- P6. There shall be no signage or graphics affixed to the equipment, equipment building, or fence, except for public safety warnings.
- P7. The facility shall provide for co-location of other equipment/utilities with review and approval by the Community Development Director. The design of any co-location shall be consistent with the conditions of approval for this installation.
- P8. No barbed wire or razor wire shall be used for the facility.
- P9. At such time as the facility ceases to operate, the tower shall be removed. The removal shall occur within 90 days of cessation of the use.
- P10. (BP) Prior to the issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community Development Department-Planning Division for review and approval. The plans shall be prepared in accordance with the City's Landscape Requirements (MC 9.17).

PLANNING DIVISION
FINAL CONDITIONS OF APPROVAL FOR PA05-0149
CONDITIONAL USE PERMIT – WESTON PARK MONOPINE
PAGE 3 OF 11

- P11. This Conditional Use Permit may be revoked in accordance with provisions of the Municipal Code. (MC 9.02.260)
- P12. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.
- P13. This approval shall expire three (3) years after the approval date of Conditional Use Permit PA05-0149, unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. "Use" means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)
- P14. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)
- P15. The site shall be developed in accordance with the approved plans on file in the Community Development Department Planning Division, the Municipal Code regulations, the Landscape Requirements, the General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official or designee.
- P16. (BP) Prior to issuance of building permits, the applicant shall obtain a Land Use Clearance stamp from the Community Development Department Planning Division on the final plan check set.
- P17. (CO) Prior to issuance of a building final, the applicant shall contact the Planning Division for a final inspection.

Building and Safety Division

B1. This project shall comply with the current California Codes. (CBC, CEC, CMC and the CPC) as well as City ordinances. All new projects shall provide a soils report as well. Plans shall be submitted to the Building and Safety Division under separate submittal.

PLANNING DIVISION
FINAL CONDITIONS OF APPROVAL FOR PA05-0149
CONDITIONAL USE PERMIT – WESTON PARK MONOPINE
PAGE 4 OF 11

FIRE PREVENTION BUREAU

Standard Conditions:

With respect to the conditions of approval for PA05-0149, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy and use and Uniform Building Code (UBC), California Fire Code (CFC), and related codes which are in force at the time of building plan submittal.

Special Conditions:

- F2. (BP) Prior to issuance of building permit, applicant shall provide written verification that the system they will be installing will not interfere with Fire or Police Communication System.
- F3. Anytime after installation, any interruption of Fire, Police or other public emergency Communication System due to the purveyor's system, the purveyor shall cease to operate site until corrections can be made to purveyor's system.
- F4. All combustible vegetation, cut or uncut weeds, grass, vines and other vegetation shall be kept clear within thirty feet of all structures, fences and property lines. (CFC 1103.2.4)
- F5. (CO) Prior to the issuance of a Certificate of Occupancy or building final, the developer/applicant shall be responsible for obtaining permits for the storage of combustible liquids, flammable liquids or any other hazardous materials from both the County Health department and Fire Prevention Bureau. (CFC 7901.2 and 8001.3)

PARKS AND RECREATION DEPARTMENT

PR1. All equipment utilized for Telecommunications equipment shall be reviewed and approved by Parks and Recreation, Planning, Land Development, Fire Services, and Building and Safety Division prior to approval and issuance of any permits. Parks and Recreation requires submittals on all materials and shop drawings on all fabrication, prior to obtaining these products. Add materials shall comply with the

PLANNING DIVISION
FINAL CONDITIONS OF APPROVAL FOR PA05-0149
CONDITIONAL USE PERMIT – WESTON PARK MONOPINE
PAGE 5 OF 11

Parks and Recreation Park Specifications, Telecommunication Site Specifications, City Standard Plans, California Building Code, and "Greenbook' for Public Works Construction.

- PR2. At the end of the agreed upon lease or lease termination from applicant, abandonment, or violation of contract, the Licensee may be required by the City or CSD to restore the site to its original condition or any part of. If required, the Licensee shall remove the items at no cost to the City.
- PR3. At the discretion of Parks and Recreation, a Mono Pine shall be utilized to transmit/receive signal. The mono pine shall be conical shaped; branches layered beginning at 12' maximum, and contain a trunk that closely resembles bark that is typical of pine trees. Within any single-family residential district, all commercial communication facility antenna(s) and supporting tower systems shall be setback from any property line a distance that is not less than the height of the antenna and tower system and not less than any setback required by any applicable fire and building codes. The Mono Pine will require a tubular steel fence around the Mono Pine, per Parks and Recreation standards. The Mono Pine will be integrated with other trees and shall not be located within a structure or fenced area by itself.
- PR4. The lease area shall not extend beyond the covered building's edge, plus six-feet for sidewalk and fencing. The building shall not be any larger that what is necessary to house the telecommunications equipment and a permanent mounted generator.
- PR5. Temporary fencing shall be provided around the project site. It shall be six-foot in height, conform to Parks and Recreation standards, and approved by the Parks Projects Coordinator.
- PR6. The design shall contain all conduit and conductors within the interior of the pole (no exposed exterior conduit or wire will be allowed). The pole and conduit shall be designed for future expansion of panels. Two (2) additional conduits shall be incorporated into the base of the pole, capped and terminate 10' south of the pole.
- PR7. HVAC units shall be mounted within the building, with the exception of the condensers. AC condensers shall be mounted to the rear of the building and have a vandal proof enclosure cover. The cover shall be manufactured utilizing a 1/4" stainless steel framing materials and stainless steel 9 gauge, 3/4" flattened mesh. The unit shall be sand blasted and powder coated clear.
- PR8. Any proposed step down transformer is to be located in the building and have proper ventilation.

PLANNING DIVISION
FINAL CONDITIONS OF APPROVAL FOR PA05-0149
CONDITIONAL USE PERMIT -- WESTON PARK MONOPINE
PAGE 6 OF 11

- PR9. Any telephone landline service shall be located within the building. A separate entrance and walled space is necessary.
- PR10. If a generator shall be utilized, it shall be of an approved quite type and located within the building, the building sound insulated, and properly ventilated. No temporary generator shall be located within the park anytime.
- PR11. Other than approved pole mounted transmitting/receiving devices, no other equipment shall be located outside of the building.
- PR12. Antenna mounted to the building shall have all exposed pipe, brackets, hardware, and wire shielded by a full-length 14-gauge stainless steel cover.
- PR13. The building shall be constructed of decorative tan slumpstone block with matching tan mortar. All walls shall be solid grouted with 2500 PSI grout. The block size shall be nominal 8" x 4" x 16".
- PR14. Special inspections are required on all concrete, masonry, and roofing. These inspections shall be provided by a 'City Approved' inspector, at no cost to the City.
- PR15. The roof type shall be Tremlock SL® from Tremco, ph 800.452.9969. The color shall be specified by Parks and Recreation. The roof design shall be designed by Tremco. The underlayment shall be one layer of VersaShield® and one layer of 30 lb. felt. The fascia shall be Douglas fir; the soffit shall be completely sealed with 1/2" exterior grade plywood. The fascia and soffit shall be completely covered with Tremco metal roofing products with standing seam on the soffit. Roof pitch designs shall be minimum 5 in 12.
- PR16. Entrance doors to the building shall be solid doors. Specifications are as follow:
 - a. Steelcraft steel stiffened 1-3/4" 'B' door, 12-gauge stainless steel skin and 12-gauge stainless steel frame for exterior doors. Frames shall be grouted.
 - b. Steelcraft S.S. mortise type continuous hinge or
 - c. Hager Hinge # BB1168 S.S, security stud, non-removable pin (nrp) as requested.
 - d. Trimco # 1111C-630 exterior trim pull, ADA.
 - e. Trimco # 1001-3, 4x16, 630 push plate.
 - f. Trimco # 1010-3, 4x16, 630 pull plate.
 - g. Trimco # 5000, lock astragal.
 - h. Door closure: LCN # P4041. Color to match finished door color.
 - i. Threshold and door sweep: Pemco brand. Color to match finished door color.
 - j. Exterior door seal: Pemco # 299. Color to match finished door color.

PLANNING DIVISION
FINAL CONDITIONS OF APPROVAL FOR PA05-0149
CONDITIONAL USE PERMIT – WESTON PARK MONOPINE
PAGE 7 OF 11

- k. Entire door shall be painted per the 'Paint Schedule'. The color for doors and doorframes shall be determined by Parks and Recreation.
- PR17. A warning sign shall with anti-graffiti overlay coating shall be installed on the door of the building.
- PR18. All buildings shall be coated with an anti-graffiti coating. The specification shall be 'Vitrocem High Build Anti-Graffiti Glazed Coating', manufactured by Bithell, Inc @ 626.331.2292. Pigmented coatings are available for all metalwork and lumber. Block shall receive a clear Vitrocem® graffiti coating.
- PR19. All ventilation shall be constructed from 12-gauge stainless steel.
- PR20. All exposed lumber shall be #1 resawn Douglas fir with cracks less than 1/32" and no heartwood.
- PR21. All electrical conduit within the building and exterior of the building shall be rigid type (no PVC, no flexible). Conductors shall be a minimum of 12-gauge.
- PR22. Security lights shall be provided on the exterior of the building and be an approved type per the Park and Recreation Park Specifications guide.
- PR23. If a path of access to the building is needed, the applicant shall be required to design and build access if suitable access does not exist at the site. Required travel is typically a six-inch thick steel reinforced (#4 rebar @ 18" OC) concrete (560C-3250 PSI) path. Parks and Recreation retain the right to change this specification depending on the specification application. Access shall comply with Title 24/ADA.
- PR24. A 6' wide reinforced concrete apron shall surround the building. The apron shall be 4" thick and sloped with drainage away from the building. Color shall be Davis Colors Omaha Tan. Deep scoring joints at a minimum of every 6'. All concrete shall be 560C-3250 per the 'Greenbook'. A rock pump may be utilized. Fly ash and admixtures are not allowed, except color as specified by Parks and Recreation. A tubular steel fence is to be constructed on the outside perimeter of project per the Fence and Gate Specification. The fence shall be located within the concrete apron, with a one-foot setback from the edge of concrete.
- PR25. Five (5) Pinus Pinea, Pinus Canariensis, Pinus Eldarica (or another P&R approved Pinus species to match the Monopine) with a minimum height of 25' shall be installed around the Monopine. The soil shall be properly prepared for planting per City standards. The pines as well as the rest of the project shall be warranted for 1-year from project acceptance.

PLANNING DIVISION
FINAL CONDITIONS OF APPROVAL FOR PA05-0149
CONDITIONAL USE PERMIT – WESTON PARK MONOPINE
PAGE 8 OF 11

- PR26. Irrigation for the shrubs and trees is to be installed from the main irrigation line. This is to be complete with a Nibco T-585-70-66 isolation ball valve, Leit® XRC solar irrigation controller with radio remote capability and handheld remote control unit, Lema® 1521S actuator, Rainbird EFB-CP-PRS-D irrigation control valve, Schedule 40 PVC pipe, Rainbird 1806/1812-SAM-PRS irrigation sprinklers, and Rainbird RWS tree irrigators. A detailed specification and design shall be provided by the Licensee before project approval. A C-27 licensed Landscape Contractor shall perform all landscaping and irrigation.
- PR27. Current irrigation located within and surrounding the project shall be relocated to provide irrigation to the existing turf. Additional irrigation sprinklers shall be added per the requirements of Parks and Recreation. A licensed landscape contractor (C-27) shall perform all landscaping and irrigation work.
- PR28. The contractor is responsible for any and all damage to turf, concrete, plants, irrigation, electrical, etc. Any and all damaged items shall be reinstalled and paid for by the contractor before a release is issued. All damaged items shall be replaced according to Parks and Recreation standards. All irrigation modifications shall be the responsibility of the contractor, to the satisfaction of Parks and Recreation. Damaged irrigation shall be repaired within 24-hours in the presence of authorized City staff. City staff time shall be charged to the licensee/contractor and paid prior to the project Final. Failure to repair within this period may result in penalties, including work stoppage, and the City contracting for such repairs. In the event the City contracts for repairs, the licensee/contractor shall reimburse the City for repairs and staff time prior to the project Final.
- PR29. Damaged turf shall be replaced with sodded turf by the Licensee. The specific variety to be determined by Parks and Recreation.
- PR30. All permits are the responsibility of the Licensee. All inspections are the responsibility of the contractor and/or Licensee.
- PR31. A preconstruction meeting for the project is required. The preconstruction meeting shall be scheduled with Parks and Recreation at 951.413.3701, 10 days in advance of mobilization. The general contractor and all subcontractors shall be present at the preconstruction meeting.
- PR32. Inspections are required on all phases of the project. 48-hour inspection requests shall be made with Parks and Recreation at 951.413-3163. Contact Building and

PLANNING DIVISION FINAL CONDITIONS OF APPROVAL FOR PA05-0149 CONDITIONAL USE PERMIT - WESTON PARK MONOPINE PAGE 9 OF 11

Safety for a schedule and notification requirements at 951.413.3350. Failure to schedule inspections will result in a stop work order and monetary penalty(s).

- PR33. All changes/deviations shall be approved in writing from the Director of Parks and Recreation or his designee, prior to construction.
- PR34. Security for the project shall be posted by the Licensee, prior to the issuance of building permits.
- PR35. The Licensee shall have an approved and signed Telecommunications License Agreement prior to the issuance of Building Permits.
- PR36. All permits and fees are the responsibility of the Licensee.
- PR37. All Parks and Recreation Plan Checking and Inspection Fees shall be paid prior to the issuance of Building Permits.
- PR38. Turnover items: Three complete sets of As-Built plans, one As-Built Mylar, and the project ACAD drawing on CD prior to Final inspection.

SPECIFICATIONS

Fence and Gate Specifications:

- a. 3" X 3" X Schedule 40 posts. Set at 8' spacing (approximate).
- b. 2" x 2" x .120" top and bottom rail.
- c. 1" x 1" x .120" pickets with 1' angled extension @ 22° (squared and capped ends). Spacing not to exceed 4" between pickets.
- d. All welding shall be complete on all sides of the metal and all slag removed.
- e. The gate shall have an industrial strength locking devise, capable of utilizing two (2) padlocks for access by City and applicant.
- f. The finished fence and gate is to be 7' in height (6' fence with 1' angled outward 22°).
- g. All line posts shall have footings 12" diameter x 24" deep minimum. All end and gateposts shall be 12" x 36" deep. Concrete for footings shall be minimum 2500-PSI.
- h. A City approved Knox Box model # 3261 shall be welded to a 3/16" steel backing plate and installed on the gatepost. Knox Box application is available from City of Moreno Valley Fire Prevention Bureau or Parks and Recreation.
- i. All posts, rails, pickets, and related hardware to be hot dip galvanized after fabrication and coated after installation. See 'Paint Schedule.'

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Paint/Coatings Schedule:

- a. Coating specification for wood surfaces shall be two-coats of Behr® Russet Brown semi-gloss over one-coat exterior primer, unless indicated otherwise by Parks and Recreation. All paint shall be coated with Vitrocem® Hi-Build Thermosetting Anti-Graffiti Glazed Coating, manufactured by Bithell, Inc., at 626.331.2292.
- b. Coating specification for metal surfaces shall be gloss dark brown for building doors, trim, and any other exterior metal, unless indicated otherwise by Parks and Recreation. All coatings shall be Vitrocem® Color Pigmented Thermosetting Coating for Metal, manufactured by Bithell, Inc at 626.331,2292.
- c. Coating specification for tubular steel fencing shall be black for tubular steel fencing, unless indicated otherwise by Parks and Recreation. All coatings shall be Vitrocem® Color Pigmented Thermosetting Coating for Metal, manufactured by Bithell, Inc., at 626.331.2292.

PROTECTIVE COATINGS APPLICATION AND WORKMANSHIP:

- A. All surfaces not to be coated shall be protected during cleaning and coating operations. Any surfaces or material (columns, walkways, plants, etc.) that are damaged during the cleaning and/or coating operations shall be repaired or replaced at the contractor's expense.
- B. All surfaces shall be cleaned, de-glossed, and prepped to the paint manufacturer's specifications.
- C. All materials shall be applied uniformly by electrostatic coating (unless approved by the Parks Projects Coordinator in writing). If any thinning of the coating is necessary, it shall be done in accordance with the manufacturer's label directions. Paint additives are prohibited unless specified and approved by the coating manufacturer.
- D. Mechanical mixers, capable of thoroughly mixing the pigment with the paint shall be used according to the manufacturer's instructions. After thorough initial mechanical mixing, subsequent intermittent hand mixing shall be done in accordance with good coating practices and the manufacturer's recommendations.
- E. No exterior coating shall be undertaken if air or surface temperature is below 50 degrees Fahrenheit, nor immediately preceding or following rain; or until frost, dew,

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or condensation has evaporated. Additionally, no exterior coating shall be performed if air or surface temperature is above 95 degrees Fahrenheit or if winds exceed 5 mph.

- F. Refer to the manufacturer's data sheet and comply with the requirements regarding application such as mixing of the components, thinning, and application equipment.
- G. When surface temperatures are high, care must be taken while applying the paint to prevent formation of voids, pinholes, and bubbles due to the rapid evaporation of solvent.
- H. If more than one day passes between subsequent coats, contaminated areas must be further prepared by brush-off blast, water blasting, or steam cleaning.



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Report to City Council

TO:

Mayor and City Council

FROM:

Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE:

May 13, 2008

TITLE:

Telecommunications License Agreement with New Cingular

Wireless, PCS, LLC, a Delaware Limited Liability Company

RECOMMENDED ACTION

1. Authorize the Mayor to execute a Telecommunications License Agreement with New Cingular Wireless PCS, LLC, a Delaware limited liability company, for approximately 1,248 square feet of ground space on the property known as Weston Park.

BACKGROUND

On November 30, 2006, the Planning Commission reviewed and approved Resolution No. 2006-60, adopting a Negative Declaration for PA05-0149 (Conditional Use Permit) in that this project will not result in significant environmental impacts and approved PA05-0149 (Conditional Use Permit), subject to the Conditions of Approval.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, desires to construct a cellular tower and to lease approximately 1,248 square feet of ground space in Weston Park to house equipment to operate the cellular tower.

Cingular representatives met with Parks and Community Services to review and discuss the requirements for both Parks and Community Services and Cingular. Cingular designed a 66-foot monopine cellular tower to be placed in Weston Park. A Telecommunications License Agreement (TLA) was e-mailed to Cingular's representative and negotiations were concluded as to the lease agreement.

DISCUSSION

The proliferation of various personal communication devices makes additional cellular tower facilities necessary to meet consumer demand. Service providers are installing cellular towers in populated areas throughout the Southern California area in order to accommodate the populace. The proposed Telecommunications License Agreement with New Cingular Wireless PCS, LLC, a Delaware limited liability company, is for a term of five (5) years with five (5) additional renewal terms of five (5) years each. For the initial five-year term, the Agreement will provide \$30,000 per year in revenue to the Parks and Community Services Department. In addition, a \$100 per month landscape maintenance and graffiti abatement fee will be paid by the Licensee. Both rent and the landscape maintenance and graffiti abatement fee include annual increases of three percent (3%).

ALTERNATIVES

- 1. Authorize the Mayor to execute a Telecommunications License Agreement with New Cingular Wireless PCS, LLC, a Delaware limited liability company, for approximately 1,248 square feet of ground space on the property known as Weston Park.
- 2. Do not authorize the Mayor to execute a Telecommunications License Agreement with New Cingular Wireless PCS, LLC, a Delaware limited liability company, for approximately 1,248 square feet of ground space on the property known as Weston Park. This alternative would result in a loss of potential revenue to the City.

FISCAL IMPACT

The proposed agreement will provide revenue to Parks and Community Services in Lease Payments of \$30,000 for the first year. The Licensee will pay a \$100 per month graffiti abatement fee; this revenue will be credited to Parks Maintenance. Both rent and the landscape maintenance and graffiti abatement fee include annual increases of three percent (3%).

Revenue (1 st Year)	
Rental (Account No. 00161.1610.4563)	. \$30,000
Landscape Maintenance and	. ,
Graffiti Abatement (Account No. 00161.1610.4234)	\$1.200
Total (1 st Year)	\$31,200

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

ATTACHMENTS

ATTACHMENT "A" – Location Map ATTACHMENT "B" – Property Map ATTACHMENT "C" –Telecommunications License Agreement (3 copies) Prepared By:
Monica Adamee
Senior Real Property Agent

Concurred By)
Tony Hetherman
Parks Project Coordinator

Concurred By:
Khalid Bazmi, P.E.
Supervising Engineer

Department Head Approval: Chris A. Vogt, P.E. Public Works Director/

Public Works Director/City Engineer

Concurred By:

Prem Kumar, P.E.

Deputy Public Works Director/Assistant City Engineer

Department Head Approval:

Mike McCarty

Parks and Community Services Director

Council Action		
Approved as requested: 5/13/08	Referred to:	
Approved as amended:	For:	
Denied:	Continued until:	
Other:	Hearing set for:	

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