

## RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") entered into as of May 10, 2016 ("Effective Date") by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company located at 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 ("AT&T"), and the County of Monterey, a political subdivision of the State of California, located at 168 W. Alisal St. Salinas, CA 93901 ("County of Monterey") and Pebble Beach Company, a California general partnership, having a mailing address of Attn: Real Estate Division, P.O. Box 1767, Pebble Beach, CA ("PBC").

### RECITALS

- A. WHEREAS, AT&T holds a ground lease ("AT&T PBC Ground Lease") with PBC for a cellular site equipment shelter ("Premises") located on APN 008-041-009, located at 4005 Sunridge Road, in the City of Del Monte Forest, County of Monterey, State of California 93953 ("Transmission Site"), as more particularly described in **EXHIBIT A** attached hereto and incorporated herein by reference.
- B. WHEREAS, County of Monterey desires to obtain AT&T's permission, and PBC's consent for County of Monterey to have access and storage rights to the Premises for certain electronic radio and related equipment related to County of Monterey's Next Generation Emergency Network ("NGEN"),
- C. WHEREAS, AT&T agrees to allow and PBC consents to County of Monterey's access to the Premises pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, AT&T, County of Monterey and PBC do hereby agree as follows:

## AGREEMENT

1. Right of Entry. Pursuant to the terms and conditions of this Agreement, AT&T hereby grants to County of Monterey and its agents, employees, and subcontractors, the right to: enter into the Premises for the purpose of installing, servicing and maintaining certain equipment (including, but not limited to, the Permanent Generator, as defined below) and cables (collectively "Telecommunications Devices") necessary to the NGEN project as more particularly described in **EXHIBIT B** attached hereto and incorporated herein by reference, and for no other purpose.

2. Installation and Access. Promptly following the Effective Date, County of Monterey shall, at County of Monterey's sole cost and expense, install certain telecommunication devices strictly in accordance with the construction drawings and specifications attached as **EXHIBIT B** ("Construction Drawings"). County of Monterey may not install all or any portion of the Telecommunication Devices prior to the Commencement Date. Any changes or modifications to the construction drawings must be approved by AT&T, which approval may be given, conditioned or withheld in AT&T's sole and absolute discretion. County of Monterey shall obtain all necessary operating permits prior to commencing installation of the Telecommunication Devices, and shall provide AT&T with thirty (30) days' written notice prior to starting installation to allow AT&T to post notices of non-responsibility. All County of Monterey contractors and subcontractors shall be duly licensed in the State of California and shall be contractually bound by County of Monterey to be in full compliance of OSHA and all other applicable state and federal regulations. All costs associated with the installation of the Telecommunication Devices shall be the responsibility of County of Monterey. Within ten (10) days after receipt of notice from AT&T that the Premises is available ("Commencement Date"), County of Monterey shall deliver to AT&T, for AT&T's approval and use, an installation schedule specifying the time frames and logistics of County of Monterey's installation of the Telecommunication Devices, which installation schedule shall be in such detail, and contain such supporting information, as AT&T may reasonably request. AT&T reserves the right to require County of Monterey to modify, at County of Monterey's sole cost and expense, the installation schedule and any detail of County of Monterey's installation of the Telecommunication Devices so as to ensure that County of Monterey's installation does not have any adverse effect whatsoever upon AT&T's operation of the Premises, resorts, Del Monte, golf courses, or any other business of AT&T conducted in, on or about the Premises. County of Monterey shall comply with all installation procedures, rules and limitations so reasonably imposed by AT&T. County of Monterey shall hold AT&T harmless from and indemnify, protect and defend AT&T against any loss or damage to the Transmission Site and against injury to any persons caused by County of Monterey's actions pursuant to this Section 2 during such installation.

2.1 Duty to Maintain. Throughout the Term of this Agreement, County of Monterey shall, at County of Monterey's sole cost and expense, maintain the Telecommunication Devices in first class condition and repair and in accordance with all permits, laws, rules, orders, regulations or requirements now or hereafter enacted, issued or promulgated by the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction and all commercially reasonable requirements of the County of Monterey's insurance companies insuring the Premises or the Telecommunication Devices (the "Insurance Requirements"). As used in this paragraph, "first class condition and repair" shall mean a top-quality, clean and finished appearance with all surface finishes unmarred and in good condition and repair. County of Monterey shall promptly and diligently repair, restore, alter, add to, remove, maintain and replace, as required, the Telecommunication Devices in order at all times to comply with all permits, laws and Insurance Requirements. No limitation of use resulting from any event or work contemplated by this paragraph shall entitle County of Monterey to any abatement, deduction, diminution, offset or reduction in Rent, nor to any termination or extension of the Term.

2.2 Utilities. The County of Monterey, at County of Monterey's sole cost and expense, shall work with all utility providers to ensure that sub-meters are properly installed to ensure that each party under this Agreement will bear its own expense for utilities related to the Telecommunication Devices, and any other equipment requiring utilities.

2.3 County of Monterey's Maintenance Activities or Alterations. Except as provided herein AT&T's approval is not required for (i) ordinary, routine maintenance of existing Telecommunication Devices ("Maintenance") or (ii) alteration, upgrade, addition to, or removal of, any Telecommunication Devices, ("Alteration"); provided that, in all events, such Maintenance and Alteration shall be in accordance with all applicable standards or governmental requirements and County of Monterey shall provide AT&T with not less than five (5) business days advance written notice of such Maintenance and/or Alterations. AT&T reserves the right to reasonably regulate any detail of County of Monterey's Maintenance or Alteration so as to ensure that County of Monterey's work does not have any reasonably adverse effect upon all or any portion of the Transmission Site or the use or occupancy of the Transmission Site by others.

2.4 AT&T Approval Required. Before any Alteration is commenced on the Premises which Alteration will, or reasonably should be expected to, (i) alter County of Monterey's electrical needs, or (ii) alter the heat generation of the Telecommunication Devices ("Material Alteration"), County of Monterey shall, in addition to any other requirements herein, comply with all the following conditions:

A. County of Monterey shall deliver to AT&T, for AT&T's approval, two (2) sets of preliminary construction drawings and specifications about the nature of the Material Alteration and about any effect on the Transmission Site. County of Monterey shall obtain the prior approval and consent of AT&T with regard to the preliminary construction drawings and specifications for a Material Alteration, which approval shall be subject to the reasonable approval of AT&T. Approval or disapproval shall be communicated in the manner provided for notices, and disapproval shall be accompanied by specification of the grounds for disapproval; provided that AT&T's failure to disapprove the preliminary equipment construction drawings and specifications within thirty (30) days after receipt thereof by AT&T shall be conclusively considered to disapproval by AT&T.

B. County of Monterey shall notify AT&T of County of Monterey's intention to commence any Material Alteration at least sixty (60) days before commencement of any such work. The notice shall specify the location and nature of the intended work. AT&T shall have the right to post and maintain on the Premises any notices of non-responsibility provided for under applicable law, and to inspect the Premises and Telecommunication Devices in relation to such work at all reasonable times.

3. Term. The Term of this Agreement shall commence as of the Effective Date and shall continue until terminated for one of the following reasons: 1) termination contemporaneous with the AT&T PBC Ground Lease; 2) failure of County of Monterey to (i) remove any impediment caused by the County of Monterey to AT&T's access to the Premises, or (ii) cure AT&T's claim of interference caused by the County of Monterey in violation of Section 15 of this Agreement within two (2) business days following receipt of written notice of default from AT&T declaring such impediment or interference, as the case may be, or 3) any other default by any party of this Agreement which default remains uncured ten (10) days following receipt of written notice of default given by the non-defaulting party.

4. Liens. County of Monterey shall not permit to be placed against AT&T, PBC, and design professionals', mechanics', materialmen's contractors', or subcontractors' liens with regard to County of

Monterey's actions within the Premises, Pebble Beach or PBC Roads. County of Monterey agrees to hold PBC harmless for any loss or expense, including reasonable attorney's fees and costs, arising from any such liens which might be filed.

5. Indemnification. County of Monterey hereby agrees to indemnify, defend, assume all liability for and hold harmless AT&T and PBC and their respective officers, employees, agents, and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which may be caused by County of Monterey, its employees, agents, and subcontractors, relative to any activities, errors or omissions pursuant to this granted right of entry or arising out of or in connection with such activities, whether such activities or performance thereof, whether such damage or claim shall accrue or be discovered before or after the termination of this Agreement. The County of Monterey, specifically, and not by way of limitation agrees that it shall be responsible for the repair, maintenance, and cleanup of any area County of Monterey is utilizing in the performance of its work. The indemnity and the other rights afforded to AT&T and PBC by this section shall survive the revocation or termination of this Agreement.

6. Insurance Provisions. County of Monterey shall obtain, and shall require any consultant or subcontractor entering Pebble Beach on County of Monterey's behalf to obtain insurance of the types and in the amounts satisfactory to AT&T and PBC, as such types and amounts are described in **EXHIBIT D** attached hereto and incorporated herein by reference.

7. Compliance with Laws/Permits and AT&T and PBC Safety Guidelines. County of Monterey shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws, statues, orders, ordinances, rules, regulations, plans, policies, and decrees. Additionally, County of Monterey, its employees, agents and subcontractors shall sign and comply with AT&T and PBC's Safety Guidelines described in **EXHIBIT F** attached hereto and incorporated herein by reference. Without limiting the generality of the foregoing, County of Monterey, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation, or ordinance for any activities County of Monterey desires to conduct or have conducted pursuant to this Agreement.

8. Inspection. AT&T and its representatives, employees, agents, or independent contractors may enter and inspect any portion of the Premises where County of Monterey is working at any time and from time to time at reasonable hours to verify County of Monterey's compliance with the terms and conditions of this Agreement.

9. Access. Sublessor/AT&T agrees that during the Term of this Agreement, County of Monterey shall have the right of reasonable ingress and egress on a 24 hour basis to the Premises for the purpose of installing, maintaining, repairing and removing its Telecommunication Devices. County of Monterey acknowledges and agrees, however, that such access shall be permitted only to authorized engineers or employees of County of Monterey or persons under the direct supervision of AT&T for the limited purposes set forth herein. County of Monterey shall provide AT&T with not less than 72 hours advance written notice for County of Monterey's routine access to its Telecommunication Devices and in the event of emergency, County of Monterey shall give AT&T notice as soon as reasonably possible. In addition to the other indemnification obligations contained herein, County of Monterey, on behalf of itself and its successors and assignees, shall indemnify AT&T from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties, and expenses, including direct and vicarious liability of every

kind, incurred in connection with or arising in whole or in part from County of Monterey (or any party acting on behalf of County of Monterey) access to the Premises.

10. Consideration for Access.

10.1 Fee – County of Monterey shall make a one-time payment to AT&T in the amount of Five Thousand and No/100 Dollars (\$5,000.00) within thirty (30) days following the latter of the two (2) signatures below provided that if the Agreement is terminated by County of Monterey prior to payment of the foregoing fee, the obligation to pay the fee to AT&T shall survive the termination of the Agreement.

10.2 A new generator (“Permanent Generator”) with specifications shown in **EXHIBIT E** (“Generator Specifications, Exercise And Maintenance Plan”) will be installed by County of Monterey either prior to or concurrently with the first installation of any of the County of Monterey equipment pertaining to NGEN and immediately following the final installation of the Permanent Generator. The Permanent Generator shall remain the sole property of the County of Monterey during the Term, and County of Monterey will maintain and repair the Permanent Generator in first class condition and repair, and otherwise in accordance with the periodic inspection and Preventative Maintenance protocols set forth in **EXHIBIT E** attached hereto, and incorporated herein by reference. At all times during the Term, County of Monterey shall place and maintain in the Premises a binder within which County of Monterey shall place copy of each checklist of each inspection and preventative maintenance performed by County of Monterey pursuant to **EXHIBIT E**. Additionally, a copy of each such checklist will be maintained by County of Monterey in a public file and made readily available by County of Monterey for review and duplication at no cost by AT&T. At all times during the Term, AT&T shall have the right at no additional cost to AT&T to connect to and continuously utilize the Permanent Generator for AT&T’s emergency and back-up power requirements. Emergency and back-up power requirements shall be deemed to include any outage, failure or other interruption of AT&T’s primary power supply serving the Transmission Site.

11. Revocable Licenses and Termination. Notwithstanding any improvements made by County of Monterey or any sums expended by County of Monterey in furtherance of this Agreement, the right of entry granted herein is revocable and may be terminated by AT&T for any reason. Except in the event of an uncured default by the County of Monterey as set forth in Section 3, Term above, County of Monterey shall receive written notification no less than One Hundred Twenty (120) days’ notice of intent of termination by AT&T. Alternatively, this Agreement may be terminated at any time by either party upon no less than One Hundred Twenty (120) days’ notice of intent of termination.

12. Notices.

County of Monterey:	County of Monterey
Attn:	Contract/Purchasing Officer
	168 W. Alisal
	Salinas, CA 93901

With a copy to: William Harry  
County of Monterey  
Director of Emergency Communications  
1322 Natividad Road  
Salinas, CA 93906

AT&T: New Cingular Wireless  
Attn: Network Real Estate Administration  
Re: Cell Site #: CNU03094  
Search Ring Name: Pebble Beach Resource Management  
Cell Site Name: Pebble Beach Resource Management (CA)  
Fixed Asset Number: 10088163  
575 Morosgo Dr. NE  
Suite 13F, West Tower  
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site #: CNU03094  
Search Ring Name: Pebble Beach Resource Management  
Cell Site Name: Pebble Beach Resource Management (CA)  
Fixed Asset #: 10088163  
208 S. Akard Street  
Dallas, Texas 75202-4206

12. Assignment.

12.1 County of Monterey may assign this Agreement, with written consent by AT&T. It is understood and agreed that the written consent of AT&T shall not be granted until AT&T receives satisfactory documentation evidencing County of Monterey's Assignee's assumption of the terms and conditions of this Agreement. County of Monterey shall not encumber the Premises in any manner whatsoever.

12.2. Should County of Monterey (including any subsequent assignee or subcontractor of Monterey) request AT&T's consent to an assignment of this Agreement, or the subleasing of all or any portion of the Premises, County of Monterey shall submit in writing to AT&T:

(1) The name and address of the proposed assignee or sublessee and its relationship, if any, with County of Monterey;

(2) The terms and conditions of the proposed assignment or sublease (including, a copy of any written agreement);

(3) The nature and character of the business of the proposed assignee or sublessee;

(4) Banking, financial and other credit information relating to the proposed assignee or sublessee reasonably sufficient to enable AT&T to determine the proposed assignee's or sublessee's financial responsibility; and

(5) The sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) as a transfer fee to reimburse AT&T for its expenses in reviewing County of Monterey's request.

12.3 No consent by AT&T shall constitute a further waiver of the provisions of this Section.

12.4 County of Monterey agrees to pay to AT&T as additional rent any sum received by County of Monterey on account of assignment or subleasing of the Premises which exceeds the amount of rent and other charges otherwise due to AT&T hereunder. Such additional rent shall be due and payable to AT&T as and when the same is received by County of Monterey.

12.5 Should this Lease be assigned, AT&T may collect Rent from the assignee, sublessee or occupant and apply the net amount collected to the Rent herein reserved, but no such assignment shall be deemed a waiver of any term of this Agreement.

12.6 Any assignment, sublease or other unauthorized use of the Premises without AT&T's consent shall be voidable and, at the election of AT&T, shall constitute a default under the terms of this Agreement.

12.7 Subordination. County of Monterey agrees upon request of AT&T to subordinate this Agreement and County of Monterey's rights hereunder to the lien of any mortgage, deed of trust or other encumbrance, together with any conditions, renewals, extensions, or replacement thereof, now or hereafter placed, charged or enforced against any interest of AT&T in this Agreement, and deliver, at County of Monterey's cost, at any time or from time to time within ten (10) days of written demand by AT&T, such documents as AT&T may reasonably request to effectuate such subordination.

12.8 Transfers by AT&T. In the event of any transfer of interest hereunder by AT&T, whether by sale, foreclosure, exercise of a power of sale under a deed of trust or otherwise, County of Monterey shall attorn to such transferee of AT&T and recognize such transferee as AT&T under this Agreement. In the event of such a transfer of AT&T's interest hereunder, then from and after the effective date of such transfer, AT&T shall be released and discharged from any and all obligations under this Agreement except those already accrued.

12.9 Successors. All of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrator, successors and assigns of the Parties, provided that nothing in this Section 12.9 shall be deemed to permit any assignment, subletting, occupancy or use contrary to the provisions of this Article 12.

13. Continuing Liability. No termination of this Agreement shall release County of Monterey from any liability or obligation hereunder resulting from any acts, omission, or events happening prior to the termination of this Agreement and restoration of the property to its prior condition.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Interference.

15.1 County of Monterey will not use, nor will County of Monterey permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Premises in any way which interferes with the AT&T's communication facility, the operations of AT&T or the rights of AT&T under this Agreement. County of Monterey will cause such interference to cease within two (2) business days after receipt of notice of interference from AT&T. In the event any such interference does not cease within the aforementioned cure period, County of Monterey shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

15.2 For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Transmission Site that causes electronic or physical obstruction with, or degradation of, AT&T's communications signals from the Premises.

16 Authority. AT&T, County of Monterey and PBC each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

**NEW CINGULAR WIRELESS PCS, LLC,**  
a Delaware limited liability company

**COUNTY OF MONTEREY,**  
a political subdivision of the State of California

By: AT&T Mobility Corporation  
Its: Manager

By: *Pat Hamb*  
Name: Pat Hamb  
Its: AVP  
Date: Construction & Engineering 5-12-16

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**PEBBLE BEACH COMPANY.**  
a California general partnership

By: *DL Stivers*  
David L. Stivers  
Executive Vice President



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE TRANSMISSION SITE**

The Property is legally described as follows: The following is a description of the Transmission Site subject to this Agreement. The Transmission Site is further defined and described in the plans attached as Exhibit B to this Agreement.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 6 IN TRACT NO. 1003, POPPY HILLS GOLF COURSE SUBDIVISION, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO MAP FILED OCTOBER 24, 1984 IN VOLUME 15, "CITIES AND TOWNS", PAGE 52 OF OF OFFICIAL RECORDS OF SAID COUNTY.

## **EXHIBIT B**

### **DESCRIPTION/DEPICTION OF PREMISES**

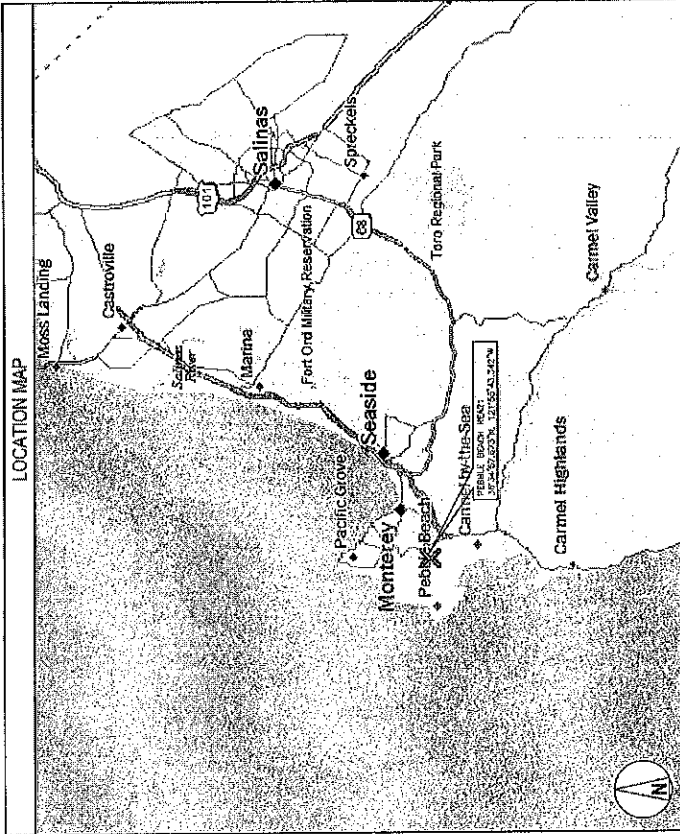
**The following is a description/depiction of the Premises subject to this Agreement.**

[Plan Set Dated February 26, 2016, Prepared by Black and Veatch, Consisting of Twenty (20) Pages, Appears on Following Pages]

# NGEN - PEBBLE BEACH CORPORATE YARD SITE

## MONTEREY COUNTY RADIO NETWORK

LOCATION:  
4005 SUNRIDGE ROAD, PEBBLE BEACH, CA 93953



NO SCALE

### DRIVING DIRECTIONS

DRIVERS SHOULD ENTER THE FROM MONTEREY CALIFORNIA, PROCEED SOUTH ON SOUTH CA-1, EXIT ROAD 288, W. SACRED GROVE/PEBBLE BEACH AND CONTINUE STRAIGHT TURN RIGHT 17 MILE DRIVE. NOTIFY THE TOLL BOOTH PERSON THAT YOU ARE HEADING TO THE CORPORATE YARD. TURN RIGHT ON SUNRIDGE ROAD AFTER 0.7 MILES TURN LEFT TO STAY ON SUNRIDGE ROAD. AT 0.2 MILE TURN LEFT TO STAY ON SUNRIDGE ROAD. TO LAKE CELL SITE, AFTER 300 FEET TURN RIGHT ONTO ROAD 28 (MARKED BY RED AND WHITE POST) SECURED BY A CABLE GATE (GATE TO CORP CELL SITE IS BEHIND "N" IS 2065). CONTINUE 1200 FEET TILL GRAVEL ROAD BEGINS AND TURN RIGHT AND CONTINUE FOR 300 FEET TO THE AIRT TO GENERATOR SITE AT THE CORNER OF YARD. AFTER 0.1 MILES TURN RIGHT ONTO RONDA ROAD. AFTER 0.3 MILES TURN RIGHT ONTO SUNRIDGE ROAD. AFTER 0.3 MILES TURN RIGHT ONTO HALL ROAD. AFTER 0.2 MILES TURN RIGHT INTO CORPORATE YARD DRIVEWAY (4005 SUNRIDGE ROAD) WHICH IS MARKED BY A "N" SIGN. START LEFT OF BUILDING AND THEN THROUGH THE GATE. THE ELECTRICAL SERVICES AND PARALLEL THE PER END OF THE GATE ON THE LEFT SIDE.

### CONSTRUCTION DRAWING APPROVALS

SITE ACQUISITION:	DATE
ZONING:	DATE
BY ENGINEER:	DATE
PAID: TENDER:	DATE
CONSTRUCTION MAP:	DATE
HARRIS SYSTEM ENGINEER:	DATE

### DESIGN CRITERIA

1. ANSI/IEEE 738-2000 BUILDING CODE 2013.
2. CALIFORNIA ELECTRICAL CODE 2013.
3. NATIONAL ELECTRICAL CODE 2013.

### DRAWING INDEX

SHEET NO.	SHEET TITLE
1-1	OVERALL SITE PLAN
1-2	TOWER SHELTER PLAN
1-3	CONCRETE SITE PLAN
1-4	EQUIPMENT SHELTER PLAN
1-5	SITE ELEVATION
1-6	EQUIPMENT DETAILS
1-7	SITE DETAILS
1-8	SITE DETAILS
1-9	CONCRETE FOUNDATION & FOUNDATION
1-10	BY INFORMATION
1-11	ELECTRICAL PLAN
1-12	ELECTRICAL ONE-LINE DIAGRAM
1-13	ELECTRICAL DETAILS
1-14	GROUNDING PLAN
1-15	GROUNDING DETAILS
1-16	GROUNDING DETAILS
1-17	GENERAL NOTES
1-18	GENERAL NOTES

### DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE. SHALL BE RESPONSIBLE FOR VERIFYING DIMENSIONS & CONDITIONS WITH THE WORK ON BE RESPONSIBLE FOR SAME.



UNDERGROUND SERVICE ALERT  
USA NOTIFY  
1-800-227-2600/1811  
CALL IN BEFORE YOU DIG

### SITE INFORMATION

PROPERTY OWNER: PEBBLE BEACH COMPANY  
ADDRESS: P.O. BOX 1727, PEBBLE BEACH, CA 93953  
TOWER OWNER: N/A  
SITE NAME: PEBBLE BEACH CORPORATE YARD SITE  
SITE NUMBER: FA/P/0081/03  
SITE CONTACT: JAMES QUIGLEY, CAL. RA MAINTENANCE MANAGER, (831) 646-3265, MOBILE (531) 256-4128  
SITE ADDRESS: 4005 SUNRIDGE ROAD, PEBBLE BEACH, CA 93953  
COUNTY: MONTEREY COUNTY, CA  
SECTION, T8E  
LATITUDE (NAD 83): 36 27 25.7 N  
LONGITUDE (NAD 83): 121 57 43.42 W  
-121.95917  
AREA: 562'  
ZONING JURISDICTION: PEBBLE BEACH, CA  
ZONING DISTRICT: ---  
TOWER PROVIDER: AT&T  
POWER PROVIDER: PACIFIC GAS & ELECTRIC  
TOWER ACCOUNT # SIZE: --- PORES  
MAP TAC/CI: CDB-CA-1-001-6  
SITE ACQUISITION CONTACT: CRANFORD MORGAN / SILVERDA, (916) 222-3020  
CONSTRUCTION MANAGER: JOHN DONLEY, (925) 510-2020

### PROJECT DESCRIPTION

MONTEREY COUNTY RADIO NETWORK UPDATES TO COLocate ON AN EXISTING 102 FT CONCRETE TOWER, AND IN A 20'x20'x17' UNMANNED AERIAL SYSTEM (UAS) CELL SITE. THE UAS CELL SITE IS TO BE CONSTRUCTED WITH TOWER, TOWER, AND PARALLEL THE PER END OF THE GATE.

### CONTACT INFORMATION

ENGINEER: BLACK & VEATCH CORPORATION, 8000 W. 100TH AVE, DENVER, CO 80231  
CONTACT: BRIAN NISER, PE, (803) 443-4436 OFFICE  
PHONE: (803) 443-4436 OFFICE



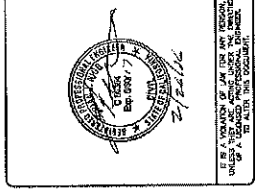
HARRIS COMMUNICATIONS DIVISION  
221 JEFFERSON RIDGE PARKWAY  
LINCOLN, CA 95020  
(803) 368-2827



BLACK & VEATCH  
8800 W. 110TH ST, SUITE 2200  
OVERLAND PARK, KS 66211  
(913) 456-2070

PROJECT NO.: 173883  
DRAWN BY: VSK  
CHECKED BY: MBD

REV	DATE	ISSUED FOR	DESCRIPTION



PEBBLE BEACH CORPORATE YARD SITE  
MONTEREY COUNTY  
4005 SUNRIDGE ROAD  
PEBBLE BEACH, CA 93953

SHEET TITLE  
TITLE SHEET

SHEET NUMBER  
T-1







**HARRIS**

RF COMMUNICATIONS DESIGN  
 20000 S. RAYBURN AVENUE  
 SAN ANTONIO, TEXAS 78248  
 (512) 368-2277



**BLACK & VEATCH**

8800 W. 115TH ST, SUITE 2202  
 OVERLAND PARK, KS 66211  
 (913) 438-2000

PROJECT NO: 173862  
 DRAWN BY: VR  
 CHECKED BY: HB

REV	DATE	DESCRIPTION
0	02/26/14	ISSUE FOR CONSTRUCTION



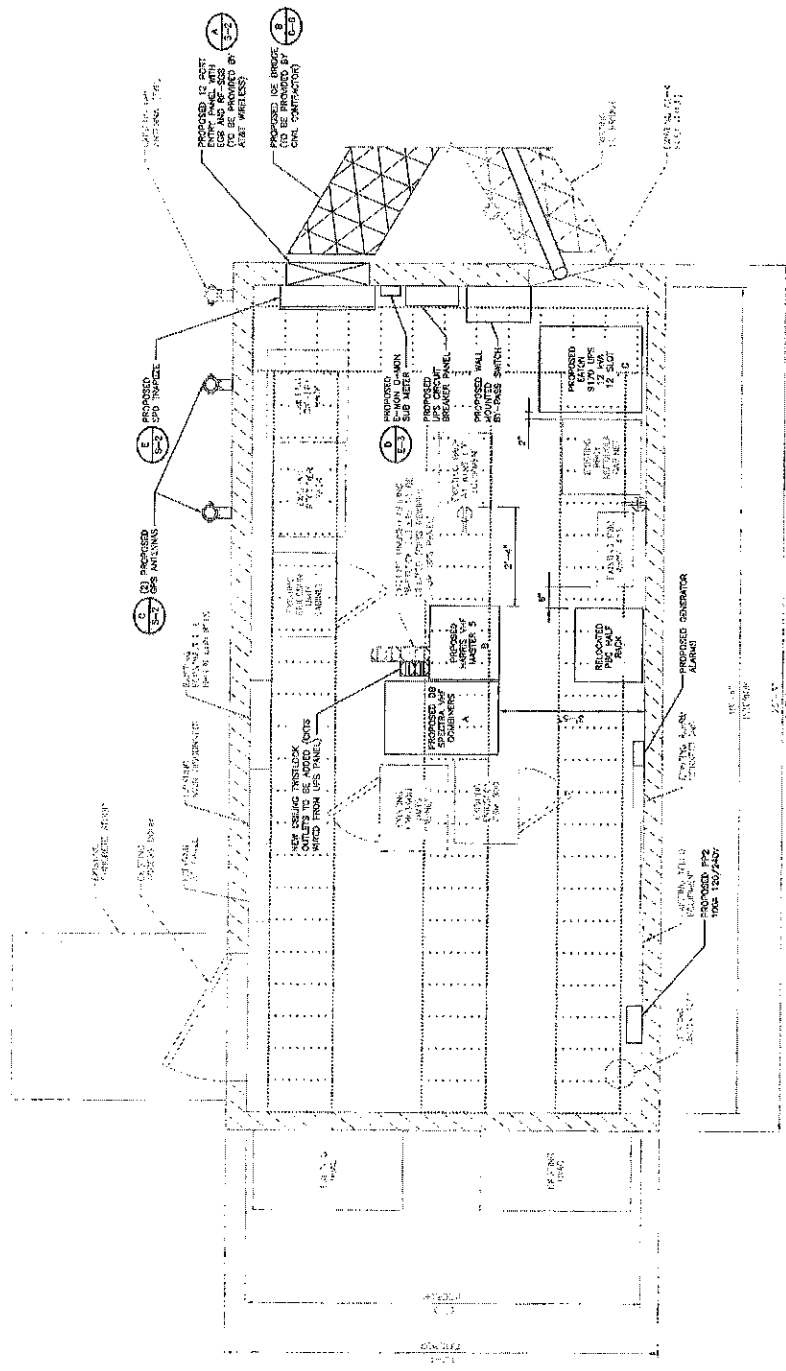
IT IS A VIOLATION OF LAW FOR ANY PERSON  
 TO REPRODUCE, TRANSMIT, OR  
 TO ADD TO THIS DOCUMENT.

PEBBLE BEACH CORPORATE YARD SITE  
 MONTEREY COUNTY  
 4005 SUNNIDGE ROAD  
 PEBBLE BEACH, CA 93953

SHEET TITLE  
**EQUIPMENT LAYOUT**

SHEET NUMBER  
**C-4**

**NOTES:**  
 1. ALL EQUIPMENT CABINETS TO BE CONCRETE  
 2. ALL EQUIPMENT CABINETS TO BE 3' X 3' X 3' MIN. BUILT TO 3' X 3' X 3' MIN. BUILT TO 3' X 3' X 3' MIN.



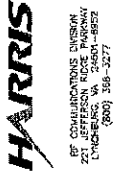
1/4" = 1'-0" 3/8" = 1'-0" 1/2" = 1'-0" 5/8" = 1'-0" 3/4" = 1'-0" A

EQUIPMENT LAYOUT









RF COMMUNICATIONS DIVISION  
231 JEFFERSON AVENUE  
LITCHFIELD PARK, ARIZONA 85122  
(602) 358-2277



**BLACK & VEATCH**  
6600 N. 117TH ST., SUITE 2292  
OVERLAND PARK, KS 66211  
(913) 458-2000

PROJECT NO.	172983
DRAWN BY:	WIK
CHECKED BY:	MDP

NO.	DATE	REVISION
1	02/24/02	ISSUE FOR ESTIMATION
2	03/11/02	ISSUE FOR CONSTRUCTION



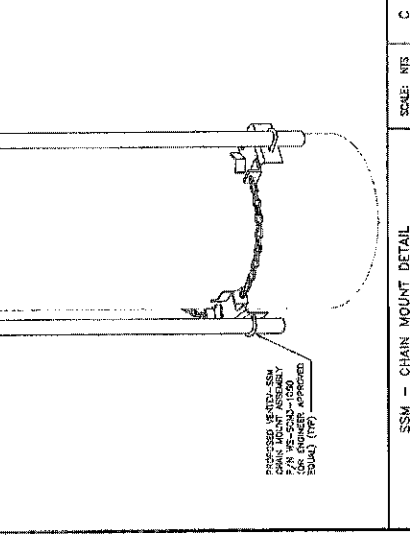
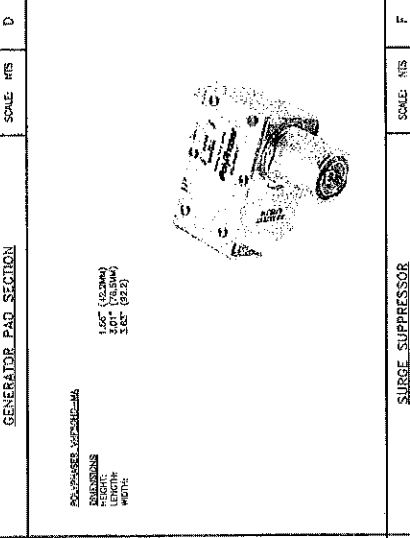
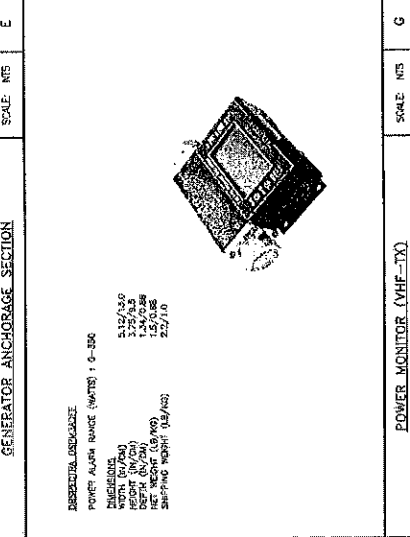
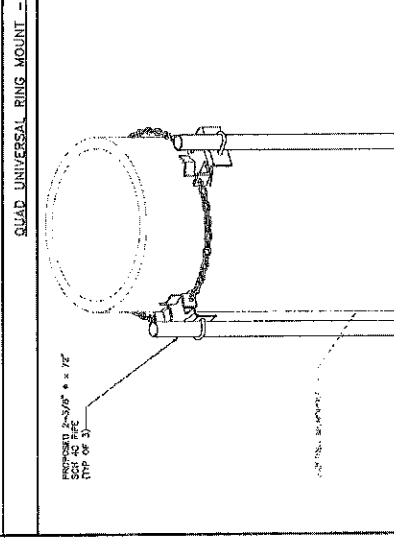
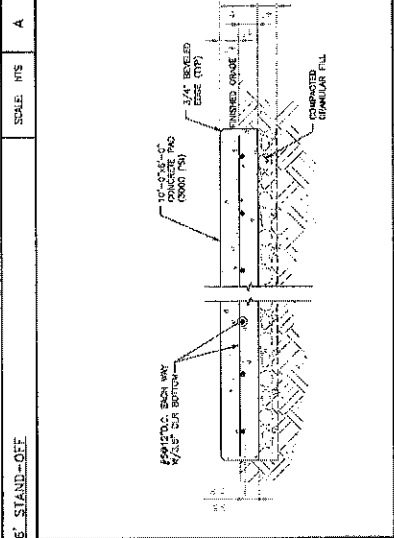
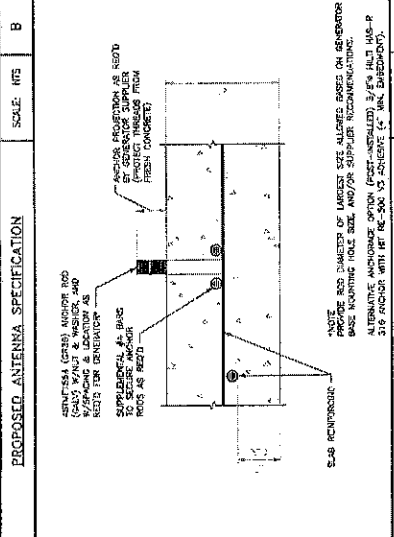
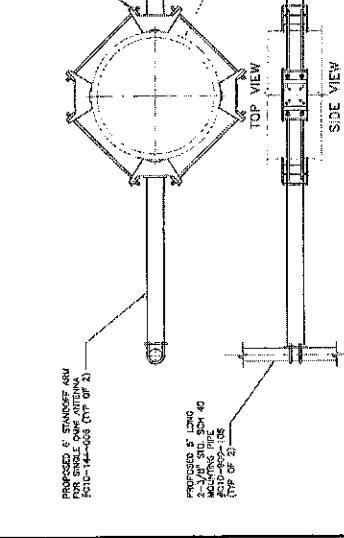
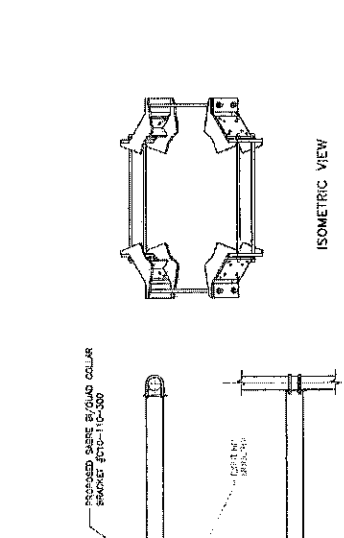
THIS IS A WORKING DRAWING FOR THE PROJECT AND NOT FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND TO OBTAIN THE LATEST REVISIONS TO THIS SET OF DRAWINGS.

PEBBLE BEACH CORPORATE YARD SITE  
MONTEREY COUNTY  
4605 SUNRISE ROAD  
PEBBLE BEACH, CA 93953

SHEET TITLE  
SITE DETAILS

SHEET NUMBER  
S-1

- ALPHA  
 ■ VHF  
 ■ UHF  
 ■ 1/2" DIA  
 ■ 3/4" DIA  
 ■ 1" DIA  
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SCALE: NTS  
E

SCALE: NTS  
D

SCALE: NTS  
C

SCALE: NTS  
G

SCALE: NTS  
F

SCALE: NTS  
A

SCALE: NTS  
B









**HARRIS**

35 CONSTRUCTION PAVEN  
221 JOHNSON BRIDGE PARKWAY  
LYNCHBURG, VA 24501-6952  
(800) 368-3377



**BLACK & VEATCH**

6800 W 115TH ST, SUITE 2222  
OVERLAND PARK, KS 66211  
(913) 438-4200

PROJECT NO.	173643
DRAWN BY	VR
CHECKED BY	MBS

NO.	DATE	REVISION OR DESCRIPTION

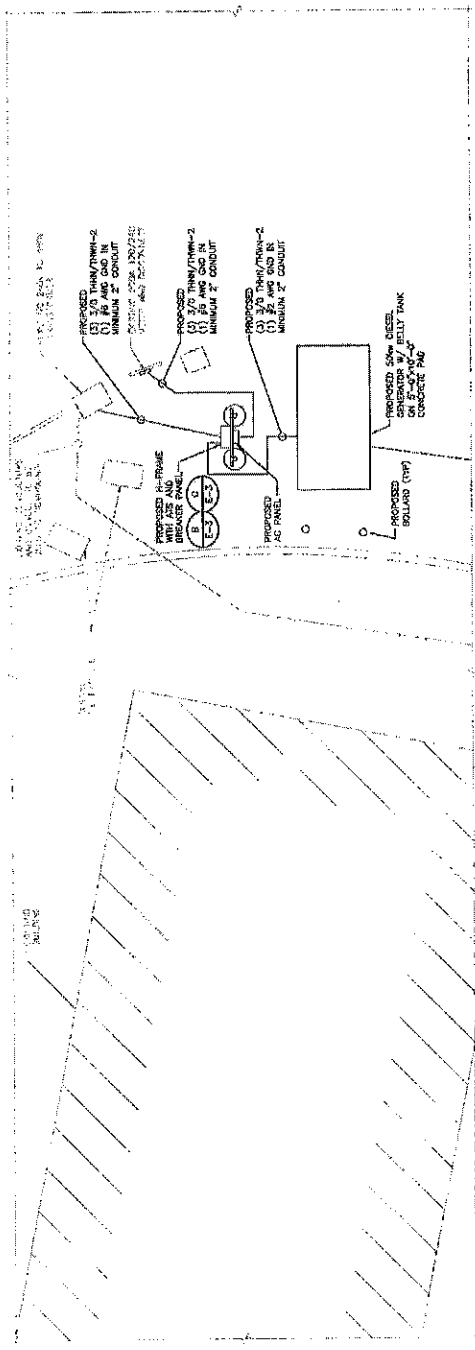


E. S. A. HOLDING OF LAW, ARE NOT PERSONS  
UNDER A LICENSED PROFESSIONAL ENGINEER  
TO SIGN THIS DOCUMENT.

PEBBLE BEACH CORPORATE YARD SITE  
MONTEREY COUNTY  
4005 SUNNIDGE ROAD  
PEBBLE BEACH, CA 93955

SHEET TITLE  
**ELECTRICAL PLAN**

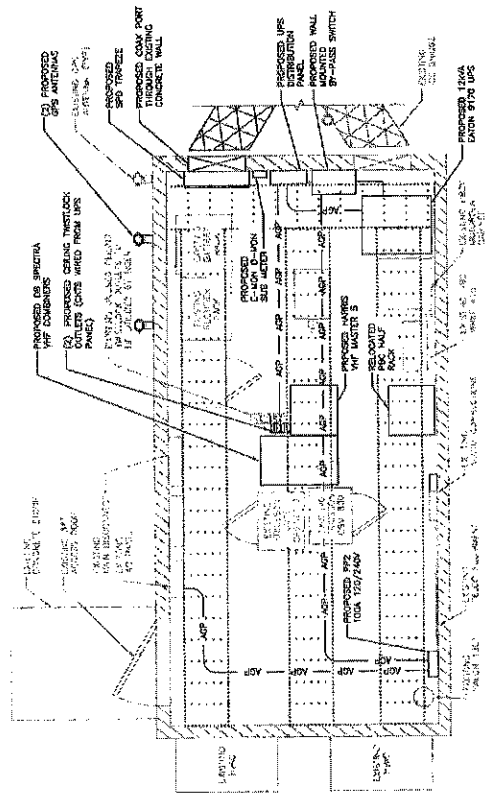
SHEET NUMBER  
**E-1**



UTILITY SERVICE PLAN

- NOTES**
- CONTRACTOR TO VERIFY EXISTING LOCATIONS WITH LOCAL UTILITIES.
  - INSTALLATION SHALL CONFORM TO CALIFORNIA ELECTRICAL CODE, NATIONAL ELECTRICAL CODE AND ANY APPLICABLE LOCAL CODES AND ORDINANCES. SEE LOCAL AUTHORITIES FOR ANY REQUIREMENTS BEYOND THOSE LISTED.
  - POWER ROUTE SHOWN FOR GRAPHICAL REPRESENTATION ONLY. ACTUAL POWER ROUTE TO BE VERIFIED IN THE FIELD BY CONTRACTOR.
  - CONTRACTOR TO ROUTE EXISTING AND PROPOSED WIRING AND RESERVABLES PROPOSED UPS PANEL CONDUCTOR SEE TO MATCH RECEIPTABLE RATING.

AFP : ABOVE GROUND POWER



EQUIPMENT SHELTER PLAN

1:1/4" SCALE 1/2" = 1'-0" 2:3/4" SCALE 1/1" = 1'-0" A

1:1/4" SCALE 1/2" = 1'-0" 2:3/4" SCALE 1/1" = 1'-0" B







**HARRIS**

27 COLUMBIAN PARK  
 221 JEFFERSON ROAD, PARKWAY  
 LYNCHBURG, VA 24501-4852  
 (800) 369-3277



**BLACK & VEATCH**

8600 W 119TH ST, SUITE 225C  
 OVERLAND PARK, KS 66211  
 (913) 451-2020

PROJECT NO. 173883  
 DRAWN BY: YAK  
 CHECKED BY: MBS

NO.	DATE	DESCRIPTION

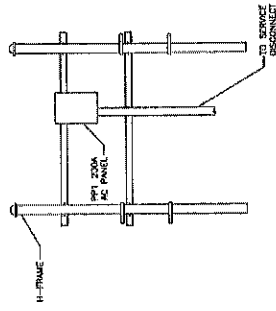


I, JAMES H. HARRIS, A LICENSED PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT I AM THE DESIGNER OF THIS DOCUMENT.

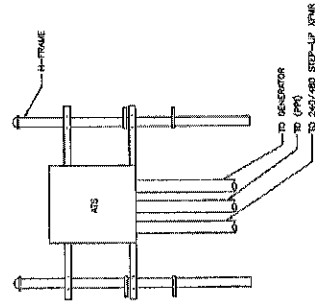
PEBBLE BEACH CORPORATE YARD SITE  
 MONTEREY COUNTY  
 4005 SUNRIDGE ROAD  
 PEBBLE BEACH, CA 93953

SHEET TITLE  
**ELECTRICAL DETAILS**

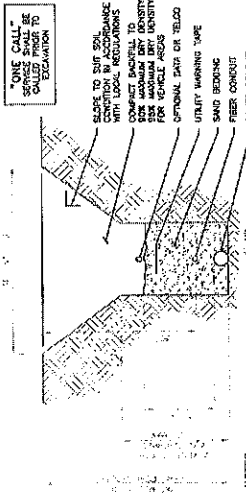
SHEET NUMBER  
**E-3**



H-FRAME BREAKER PANEL SIDE SCALE: NTS C



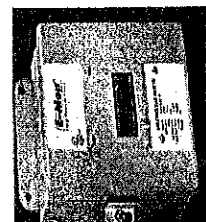
H-FRAME ATS SIDE SCALE: NTS B



**NOTES**

1. TYPICAL SPACING FOR ONE CONDUIT. MULTIPLE CONDUITS CAN BE PLACED IN THE SAME TRENCH AS LONG AS THEY REMAIN CENTER TO CENTER SPACING BETWEEN CONDUITS IS 1" (NOT REQUIRED FOR CABLE).
2. CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SPREADING GRASS SEEDS OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
3. CONTRACTOR TO SHOW VERTICAL EXCAVATIONS ANYTIME CONDITIONS WARRANT TO PROTECT PERSONNEL AND MATERIALS.
4. CONDUIT TO MEET NETA AND NEMA STANDARDS.

TYPICAL UTILITY TRENCH DETAIL SCALE: NTS A



E-MON D-MON DETAIL SCALE: NTS D

DETAIL NOT USED SCALE: NTS E

DETAIL NOT USED SCALE: NTS F



**HARRIS**

37 CHAMBERS STREET  
 21 JEFFERSON ROAD, PARKWAY  
 LYNNHURST, VA 24591-4882  
 (800) 388-2277



**BLACK & VEATCH**

6600 W. 115TH ST., SUITE 2232  
 OVERLAND PARK, KS 66211  
 (913) 458-2500

PROJECT NO:	170802
DRAWN BY:	YK
CHECKED BY:	MDS

NO.	DATE	DESCRIPTION
0	08/20/01	ISSUED FOR CONSTRUCTION

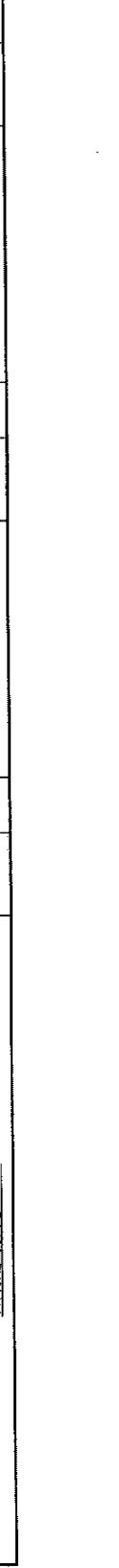
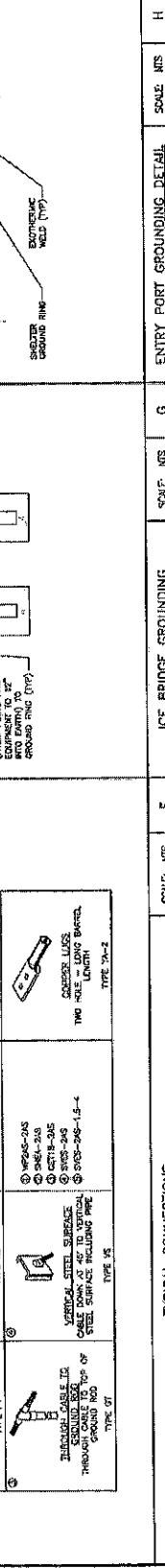
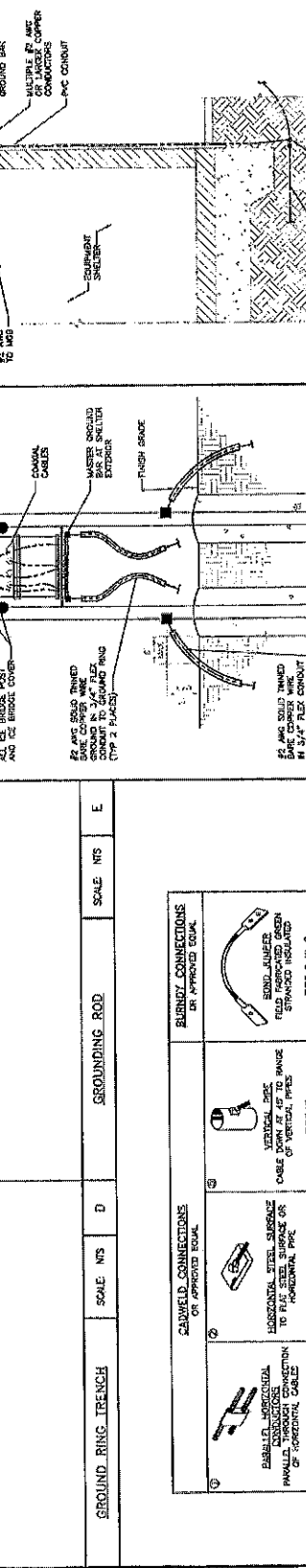
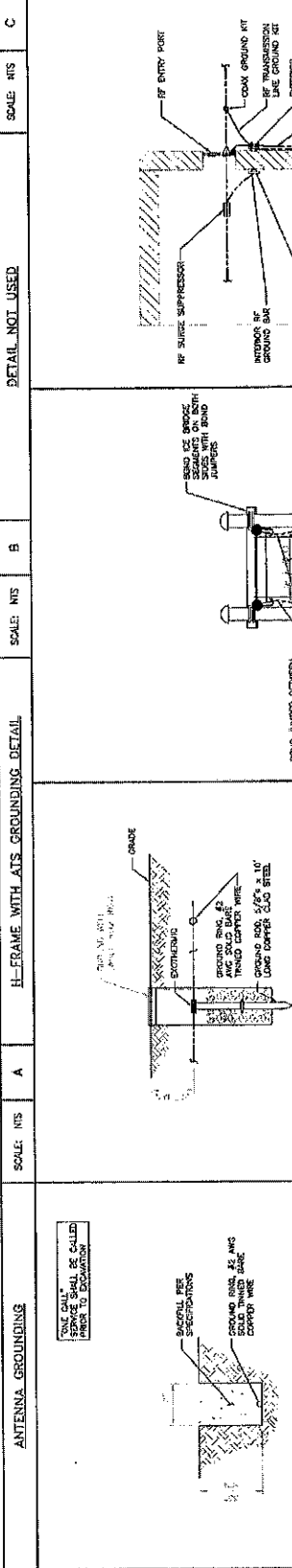
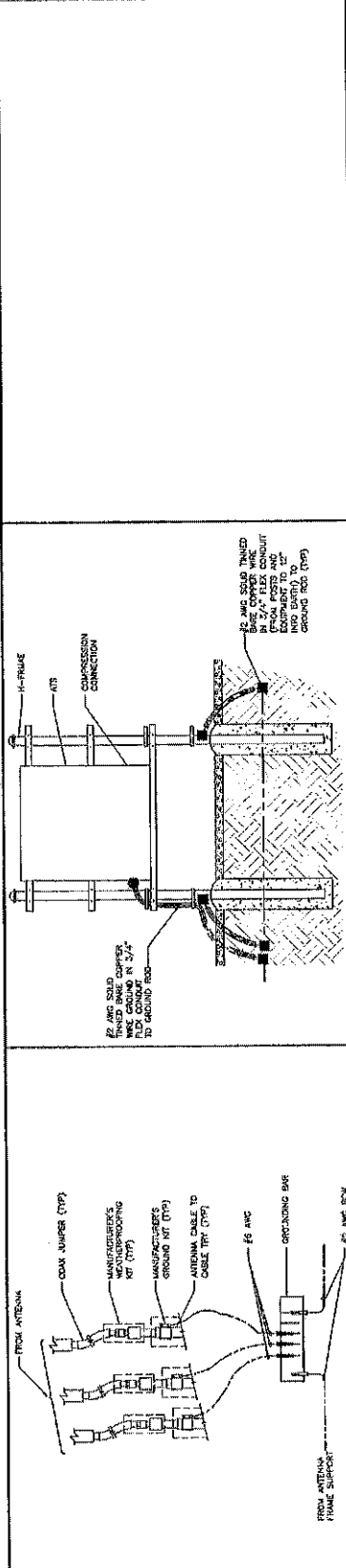


IT IS A VIOLATION OF LAW FOR ANY PERSON  
 USING A LICENSED PROFESSIONAL SEAL OR  
 TO ALTER THIS DOCUMENT.

PEBBLE BEACH CORPORATE YARD SITE  
 MONTEREY COUNTY  
 4005 SUNRIDGE ROAD  
 PEBBLE BEACH, CA 93955

SHEET TITLE  
**GROUNDING DETAILS**

SHEET NUMBER  
**G-2**



GROUND RING TRENCH	SCALE: NTS D	GROUNDING ROD	SCALE: NTS E
<p><b>GROUND RING TRENCH</b>            SCALE: NTS D</p> <p>① EMBLETTED, HORIZONTAL PARALLEL THROUGH CONNECTION OF HORIZONTAL CABLES            TYPE 1D</p> <p>② EMBLETTED, HORIZONTAL PARALLEL THROUGH CONNECTION OF HORIZONTAL CABLES            TYPE 1E</p> <p>③ EMBLETTED, HORIZONTAL PARALLEL THROUGH CONNECTION OF HORIZONTAL CABLES            TYPE 1F</p> <p>④ EMBLETTED, HORIZONTAL PARALLEL THROUGH CONNECTION OF HORIZONTAL CABLES            TYPE 1G</p> <p>⑤ EMBLETTED, HORIZONTAL PARALLEL THROUGH CONNECTION OF HORIZONTAL CABLES            TYPE 1H</p>	<p><b>GROUNDING ROD</b>            SCALE: NTS E</p> <p>① GROUNDING ROD WITH #2 AWG SOLID TINNED BASE CORNER WIRE            TYPE 2A-1</p> <p>② GROUNDING ROD WITH #2 AWG SOLID TINNED BASE CORNER WIRE            TYPE 2A-2</p> <p>③ GROUNDING ROD WITH #2 AWG SOLID TINNED BASE CORNER WIRE            TYPE 2A-3</p> <p>④ GROUNDING ROD WITH #2 AWG SOLID TINNED BASE CORNER WIRE            TYPE 2A-4</p> <p>⑤ GROUNDING ROD WITH #2 AWG SOLID TINNED BASE CORNER WIRE            TYPE 2A-5</p>	<p><b>SEAMWELD CONNECTIONS</b>            OR APPROVED EQUAL</p> <p>① SEAMWELD CONNECTIONS OR APPROVED EQUAL            TYPE 3A-1</p> <p>② SEAMWELD CONNECTIONS OR APPROVED EQUAL            TYPE 3A-2</p> <p>③ SEAMWELD CONNECTIONS OR APPROVED EQUAL            TYPE 3A-3</p> <p>④ SEAMWELD CONNECTIONS OR APPROVED EQUAL            TYPE 3A-4</p> <p>⑤ SEAMWELD CONNECTIONS OR APPROVED EQUAL            TYPE 3A-5</p>	<p><b>BURNWELD CONNECTIONS</b>            OR APPROVED EQUAL</p> <p>① BURNWELD CONNECTIONS OR APPROVED EQUAL            TYPE 3B-1</p> <p>② BURNWELD CONNECTIONS OR APPROVED EQUAL            TYPE 3B-2</p> <p>③ BURNWELD CONNECTIONS OR APPROVED EQUAL            TYPE 3B-3</p> <p>④ BURNWELD CONNECTIONS OR APPROVED EQUAL            TYPE 3B-4</p> <p>⑤ BURNWELD CONNECTIONS OR APPROVED EQUAL            TYPE 3B-5</p>

TYPICAL CONNECTIONS



GENERAL NOTES

- 1. FOUNDATION SHALL BE SET AS PER...
2. FOUNDATION SHALL BE SET AS PER...
3. FOUNDATION SHALL BE SET AS PER...
4. FOUNDATION SHALL BE SET AS PER...
5. FOUNDATION SHALL BE SET AS PER...
6. FOUNDATION SHALL BE SET AS PER...
7. FOUNDATION SHALL BE SET AS PER...
8. FOUNDATION SHALL BE SET AS PER...
9. FOUNDATION SHALL BE SET AS PER...
10. FOUNDATION SHALL BE SET AS PER...

STRUCTURAL STEEL

- 1. GENERAL FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH AISC...
2. GENERAL FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH AISC...
3. GENERAL FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH AISC...
4. GENERAL FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH AISC...
5. GENERAL FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH AISC...

GAS MIGRATION PREVENTION

- 1. FOUNDATION SHALL BE SET AS PER...
2. FOUNDATION SHALL BE SET AS PER...
3. FOUNDATION SHALL BE SET AS PER...
4. FOUNDATION SHALL BE SET AS PER...
5. FOUNDATION SHALL BE SET AS PER...
6. FOUNDATION SHALL BE SET AS PER...
7. FOUNDATION SHALL BE SET AS PER...
8. FOUNDATION SHALL BE SET AS PER...
9. FOUNDATION SHALL BE SET AS PER...
10. FOUNDATION SHALL BE SET AS PER...

HARRIS
BY CONSULTATIONS DIVISION
221 JEFFERSON ROAD, INGLEWOOD
(310) 536-1852

BLACK & VEATCH
9850 N 116TH ST, SUITE 8002
CULVER PARK, KS 66211
(913) 458-2000

Table with columns: PROJ. NO., DRAWING NO., SHEET NO., DATE, DESCRIPTION



IT IS HEREBY CERTIFIED THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO THE CITY ENGINEER.

PEBBLE BEACH CORPORATE PARK SITE
MONTEREY COUNTY
4005 SUNRIDGE ROAD
PEBBLE BEACH, CA 93955

GENERAL NOTES

SHEET NUMBER
GN-1

FIRE DEPARTMENT NOTES

- GENERATOR SIGNAGE & PLACEMENT LOCATION - The generator power generator shall be located...
ADDRESSES FOR BUILDINGS - All buildings shall be listed on address in accordance with Monterey County Ordinance No. 1211...
RESPONSIBLE SPACE VACUATION - Management of combustible vegetation shall be maintained within a minimum of 100 feet of structures...

ALL other provisions, codes and regulations shall apply to this project as if they were specifically mentioned herein.



## EXHIBIT C

### EQUIPMENT LIST

<u>Qty</u>	<u>Description</u>
1	Industrial Spark-Ignited Portable Generator with power ratings of: 50KW Associated wiring for Generator
1	Power board with concrete footings
1	Floor standing UPS
1	Equipment Rack containing: Fiber interconnect equipment
1	Equipment rack containing: Network sentry Frequency standard VHF multicoupler Ethernet switch Ethernet router MASTR V base stations Associated power supplies Associated cables
1	Equipment rack containing: VHF combining equipment
1	VHF receive antenna Associated mounting hardware Associated transmission lines
2	VHF transmit antennas Associated mounting hardware Associated transmission lines
2	Simulcast GPS antennas – mounted on shelter.



## EXHIBIT D

### INSURANCE

#### INSURANCE REQUIREMENTS

County of Monterey shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages which arise from, or are connected with connection with, the installation or operation of the Equipment on the Premises.

#### **A. Minimum Scope of Insurance**

County of Monterey shall maintain, at a minimum, the following types and limits of coverage. Such coverage may be provided on a self-insured basis by County of Monterey.

- |    |   |   |
|----|---|---|
| 1. | Commercial General Liability  | \$5 Million per occurrence<br>\$10 Million in the aggregate |
| 2. | Workers Compensation  | As required by law  |
| 3. | Employers Liability   | \$2 Million per occurrence                                  |
| 3. | Automobile Liability  | \$1 Million   |
| 4. | Property insurance against all risks of loss to the Transmission Facilities |   |

#### **B. Insurance Provisions**

The General and Automobile Liability policies shall be endorsed to contain, or the County of Monterey shall agree to provide comparable coverage under its self-insurance programs, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage(s)
  - a. AT&T, is to be covered as additional insured as respects liability arising out the Agreement, installation, operation, or maintenance of the Equipment on the Premises.
  - b. County of Monterey's insurance coverage shall be primary insurance as respects AT&T, its officers, employees, and agents. Any insurance or self-insurance maintained by AT&T, its officers, employees, or agents shall be in excess of County of Monterey's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by County of Monterey shall not affect coverage provided AT&T, its officers, employees, or agents.

d. Coverage shall state that County of Monterey's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

e. County of Monterey shall be responsible for the full amount of any deductibles or self-insured retentions, and AT&T shall not be called upon to satisfy such amounts in order to receive the benefits of the protection.

**C. Verification of Coverage**

County of Monterey shall furnish AT&T with certificates of insurance and with endorsements and Certificates of Insurance affecting coverage required by this Agreement at inception of this Agreement and at least ten (10) days' prior to renewal of any required coverage.

Requests for verifications of insurance shall be mailed to AT&T's addresses for notice set forth in Section 12, Notices of this Agreement, or any subsequent address as may be directed in writing by AT&T.

## **EXHIBIT E**

### **GENERATOR SPECIFICATIONS, EXERCISE AND MAINTENANCE PLAN**

A Generac Industrial diesel engine-driven generator set (50 kW rated) with GTS Series Automatic Transfer Switch will be installed at the Pebble Beach Corporation Yard's NGEN radio location, along with a diesel fuel system.

The generator will be located on a pad, according to approved plans

The generator will be supported by Monterey County Facilities and maintained in accordance with approved county rules and regulations, in addition to specific manufacturer guidelines.

Inspection and Preventative Maintenance will be performed according to the following schedule:

- Fuel Level: Monthly
- Battery: Monthly
- Cooling System: Monthly
- Generator Run-test: Monthly @ 20 minutes per test
- Load-bank testing: Annually @ 4 hours per test

Additionally, during each inspection a "County of Monterey, Resource Management Agency, Facilities Division of Public Works, Inspection/Preventative Maintenance Checklist" (attached below) will be completed and signed by an employee of the Monterey County Public Works Department. At all times during the Term, Contractor shall place and maintain in the Premises a binder within which Contractor shall place copy of each checklist of each inspection and preventative maintenance performed by Contractor pursuant to this Exhibit E. Additionally, a copy of each such checklist will be maintained by Contractor in a public file and made readily available by Contractor for review and duplication at no cost by AT&T.

**COUNTY OF MONTEREY**  
**RESOURCE MANAGEMENT AGENCY**  
**FACILITIES DIVISION OF PUBLIC WORKS**  
**INSPECTION/PREVENTIVE**  
**MAINTENANCE CHECK LIST**

(TO BE PERFORMED BY PUBLIC WORKS EMPLOYEES ONLY)

On \_\_\_\_\_ an inspection was performed by \_\_\_\_\_  
Date print name

On the stationary generator located at: \_\_\_\_\_

MODEL# \_\_\_\_\_ SERIAL# \_\_\_\_\_

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 1. Was the water level checked?           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| a. Was the water level ok?                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Was the condition of the batteries ok? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Was the condition of the fuel tank ok? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Was the fuel level ok?                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Was the crankcase heater ok?           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Was an exercise test run performed?    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

7. Were there any fuel leaks?  Yes  No

8. Were there any oil leaks detected?  Yes  No

9. Were there any coolant leaks detected?  Yes  No

10. Were all fan belts in good condition?  Yes  No

11. Was the generator and the area clean?  Yes  No

12. Was paint condition ok?  Yes  No

a. Was unit rust free?  Yes  No

b. Performed painting?  Yes  No

**IF A GENERATOR FAILS TO PASS THIS INSPECTION YOU ARE REQUIRED TO PERFORM THE FOLLOWING STEPS:**

- 1) Make notes on the back of this form as to what the problems are with the generator system.
- 2) Notify facilities of any issues or repairs that are required..
- 3) Have the repairs made as soon as possible by an approved County of Monterey vendor.

Signature of employee performing inspection \_\_\_\_\_

**EXHIBIT F**

**PBC SAFETY GUIDELINES**

**[Attached to the Following Two (2) Pages]**

## **PEBBLE BEACH COMPANY**

### **ON-SITE CONTRACTOR GUIDELINES**

#### Protection of People and Property

- Contractor shall be solely responsible for any damages to PBC's property above and beyond normal wear and tear. Upon removal of Contractor's equipment and material, Contractor shall remove all trash and debris and restore the Property to its preexisting condition. Contractor shall immediately reimburse PBC for any reasonable costs incurred by PBC as a result of Contractor's failure to comply with the provisions of this paragraph.
- Contractor shall exercise good judgment, care, and discretion when operating any equipment or while performing any portion of the Services so as not to cause or create undue disturbances to any guest or resident of Del Monte Forest or PBC.
- Contractor shall be solely responsible for any of Contractor's lost, damaged, or stolen property, equipment, or materials. Further, Contractor shall be solely responsible for the loss, theft, or damage of property, equipment, or materials incurred by its staff, subcontractors, and suppliers during the course of Contractor's obligations under this Agreement.

#### Safety

- The Company is committed to ensuring the safety of its employees, guests, vendors, and all others on Company property. Accordingly, Contractor hereby certifies that it is familiar with and shall comply with all applicable federal, state, and local codes and industry standards related to occupational health and safety. Contractor shall be responsible for ensuring that all subcontractors utilized by Contractor in the provision of the Services (collectively, "Subcontractors") comply with all provisions of this section.
- (Contractor and all Subcontractors shall, at a minimum: 1) have, and ensure all workers are in daily compliance with, a written Injury and Illness Prevention Program for the job(s) to be performed pursuant to this Agreement which complies with all requirements of 8 CCR §3203(a)(1) - (7); 2) conduct and document safety briefings with all of their workers each day work is performed on Company property; 3) ensure that all of their workers are properly equipped with, trained on, and utilize all required and appropriate personal protective equipment; 4) have current certifications for all equipment operators (who shall carry such certifications on them at all times and produce them to Company upon demand) and equipment; and 5) erect and maintain all necessary safeguards for the safety and protection of their workers and all other parties on Company's premises. Contractor shall provide evidence of its compliance with this paragraph to PBC upon demand.

- The use of alcohol and/or any illegal drugs or controlled substances by Contractor and Contractor's employees, subcontractors, and suppliers is strictly prohibited while inside the limits of the Del Monte Forest (Pebble Beach).

### Conduct

- Contractor shall have contact with resort guests. Accordingly, Contractor must act in accordance with the highest levels of professionalism while on PBC property. Smoking is permitted only in designated areas, and Contractor's personnel are not permitted to eat in areas where they may be observed by PBC guests. No pets are allowed on the property, including Contractor's vehicles. Contractor may not play audible music on the property.
- Contractor's employees shall wear appropriate attire for the Resort environment and guest interaction. Contractor's employees shall have no visible tattoos, earrings, piercings or other decorative items and shall wear a PBC issued ID while on Resort property.
- A single act of harassment by Contractor or its employees, subcontractors, or agents toward anyone while on Company property, including but not limited to guests, residents, other contractors or vendors, and employees of Company, shall be considered a material breach of this Agreement and grounds for banning Contractor from Company's property. Harassment can take many forms, including sexual or racial harassment in the form of inappropriate jokes, slurs, images, or touching.

### Access

- Access to PBC property shall be strictly limited to the times and conditions pre-approved by PBC.
- Contractor's vehicles, and vehicles used by Contractor's personnel, shall be parked in areas provided for PBC employees, or as otherwise directed by PBC, including off-site. PBC reserves the right to inspect any vehicle brought onto PBC property before, during and/or after an event.
- Moving or removing PBC equipment, furniture, or other property from and to PBC property must have the prior written authorization of PBC and shall be performed at Contractor's expense by personnel selected by PBC.