



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** December 10, 2013

From: Dennis Cron, Assistant Town Manager **Item No:** 8
Municipal Operations and Contract Services

Subject: PLN TELECOM, INC. SITE AGREEMENT

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

Approve the attached Cell Site Lease Agreement between PLN Telecom, Inc. ("Licensee") and the Town of Apple Valley ("Licensor") establishing the terms and conditions applicable to the installation and construction of a PLN Telecom-owned, four carrier mono-pine telecommunication facility at the Apple Valley Golf Course.

SUMMARY:

The Town Council directed staff to market Town-owned properties to telecommunication service providers for the purpose of generating additional revenue to the Town and improving cellular phone service in the Town where appropriate. The lease agreement, if approved, will permit the construction of an eighty-five (85) foot, four carrier mono-pine tower and equipment enclosure within a 1,678 square foot site adjacent to the Apple Valley Golf Course, Fairways #13 and #14. The Planning Commission approved this facility under Conditional Use Permit No. 2012-02 Amendment No. 2 on November 20, 2013.

The Agreement is similar to previously approved agreements. It includes an initial term of five (5) years and five (5) renewal, five (5) year terms with several negotiated terms that include:

- The initial lease rate for the first two carriers is \$1,175 per month, per carrier and contains an annual (3%) increase. Licensee must bring a second (Co-located)

carrier onto the site within 24 months of completion of the tower or the monthly lease rate shall increase to \$2,350 for the first carrier;

- For the third and fourth sublicensed (Co-located) carriers, the license fee shall be an amount equivalent to 50% of the authorized sublicensee's payment to licensee, but in no event less than \$1,175 per month and includes an annual 3% increase of the monthly rent.

The attached Agreement will be executed by PLN Telecom and the Town after PLN Telecom provides all the necessary right of access easement documents required of the surrounding properties. Once the easement documents have been provided, the Agreement will be executed by all parties and will go into effect. Based upon the foregoing, staff recommends adoption of the form motion.

FISCAL IMPACT:

This Agreement will generate a minimum of \$1,175 per month (\$28,200 over two years) and a minimum of \$2,492 per month (\$29,917 annually) beginning in the third year of operation of the site. The monthly lease rate will increase in value by 3% per year beginning in the second year of operation and continue throughout the life of the lease agreement.

ATTACHMENT:

Site Lease Agreement
Site Plan and Elevation Drawings

COMMUNICATIONS SITE LICENSE AGREEMENT

This Communications Site License Agreement (“**License**” or “**Agreement**”) is made as of _____ 2013, by and between the **TOWN OF APPLE VALLEY, CA** (“**Licensor**”), a municipal corporation, and **PLN TELECOM, INC.**, a Florida corporation, (“**Licensee**”), with its principal place of business at _____. Licensor, Licensee and any permitted Sublicensees as provided for in Section 4 are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

1. PREMISES, GRANT OF LICENSE AND RIGHT OF ENTRY FOR CONSTRUCTION

1.1 Licensor is the record owner of a piece of real property generally located at 15200 Rancherias Road, Apple Valley, California and legally described in Exhibit “A” (the “**Property**”). Licensor licenses to Licensee that certain portion the Property legally described in Exhibit A (the “**Premises**”) and the 228’ 7” feet wide space between the Premises and point where the Property meets adjacent private property as clearly and particularly depicted on Exhibit “A” in which Licensee’s conduits, wires, cables, and other necessary utility connections may be located, and which may be used for vehicular and pedestrian access to the Premises (“**Connection Space**”).

1.2 Subject to the terms and conditions of this License, Licensor grants to Licensee use of the Premises so that Licensee, at its sole cost and expense, may construct, operate and maintain an 85 foot stealth design monopine tree wireless communications facility with a minimum capacity to collocate the antennas and related equipment of four (4) individual wireless carriers, including all necessary structures, antennas, electrical equipment, and utilities (the “**Permitted Use**”). The wireless communications facility, including all necessary structures, antennas, electrical equipment, and utilities as further described in the engineered drawings (and photographs to be provided post-construction) attached hereto as Exhibits B and C shall hereinafter be referred to as the “**Facilities.**”

1.2.1 The Parties acknowledge that Licensor, in executing this License, is acting solely in its capacity as the owner of the Premises and not in any governmental or regulatory capacity. Licensee shall not consider this License as approval of any permits, licenses or other governmental authorizations required for the construction or operation of a wireless communications facility.

1.2.2 Licensee’s right to use the Premises is conditioned on obtaining and maintaining all federal, state and local permits, certificates, licenses and approvals to install, operate and maintain the Facilities.

1.2.3 Licensee shall install, operate, and maintain the Facilities in a good and workmanlike manner. Licensee shall, at Licensee's expense, keep and maintain the Premises and the Connection Space in commercially reasonable condition and repair during the term of this License. Licensee agrees to maintain its Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the Federal Communications Commission and all applicable federal, state, city, county and local codes and regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Facilities.

1.2.4 Licensee shall be responsible for obtaining at its sole cost and expense, any easements, rights of way or other authorizations required from owners of private property adjoining the Property for use to access the Property and to install Facilities to make connections to the utilities in the Connection Space.

1.2.5 Licensee shall be responsible for coordination of work to avoid any utility conflicts, or conflicts with any ongoing activities and operations on the Property.

1.2.6 Licensee and its employees, agents and contractors shall comply with all applicable local, state, and federal laws and regulations including those laws which govern worker health and safety and reporting the use, handling, treatment, removal, or disposal of toxic or hazardous substances, materials or wastes, including without limitation all substances described in the definition of Hazardous Materials set forth in Section 17; and shall obtain all required regulatory and governmental permits and licenses necessary to perform the work hereunder; shall conduct their operations on the Property so as to avoid unfavorable impact upon the environment; shall comply with all applicable provisions of the Environmental Quality Act of 1970 (California Public Resources Code, Sections 21,000, et. seq.); and shall take all required steps to minimize dust and noise in conformance with neighborhood and governmental standards.

1.2.7 Licensee and its employees, agents and contractors shall comply with all rules and directives communicated by Licensor concerning the conduct of construction, installation and maintenance activities on the Property (whether communicated in writing or orally).

1.3 Subject to the terms and conditions of this Agreement, and to the limits herein stated, the Licensee is granted a temporary right to enter onto the Property for the purposes of construction and installation of the wireless tower facility (“**Right of Entry**”).

1.3.1 This Right of Entry includes the temporary right to use portions of the Property surrounding the Premises for staging and movement of vehicles and equipment during the period of construction and the right to permit communications and utility companies to access the Property, Connection Space and Premises during construction for communications and other utility installation purposes except that at no time shall contractor, utility provider or other individual associated with the project, be permitted to interfere with golf play without specific written authority from the Golf Course Manager.

1.3.2 Licensee shall submit to Licensor final plans and specifications for the proposed wireless tower facility, a schedule for the proposed work related to the construction of the wireless tower facility, and a list of the names of all agents and contractors of Licensee authorized by Licensee to enter the Property for construction purposes.

1.3.3 The term of this Right of Entry shall begin upon the date Licensor approves the plans and specifications and authorizes in writing the commencement of construction, and shall terminate on the date the Licensee notifies Licensor in writing of the completion of the installation of the wireless tower facility and the facilities for at least one Authorized Sublicensee (as defined in Section 4.3) but in no event shall right of entry extend beyond 180 days.

1.3.4 If there are no Authorized Sublicensees within 180 days of the date the term of the Right of Entry has commenced, the Licensor may, in its sole discretion, terminate this Agreement by giving a written notice to the Licensee requiring Licensee to decommission and remove the Facilities installed on the Premises and the Connection Space, at the Licensee’s sole cost and expense in accordance with the requirements of Section 7.5 below.

2. **TERM.**

2.1 The initial term of this License shall be five (5) years (the “Initial Term”), commencing on the date the term of the Right of Entry ends as provided by Section 1.3.3 (such date being the

"Commencement Date"). The initial term of this License shall expire at Midnight on the day before the fifth (5th) anniversary of the Commencement Date.

2.2 After the Initial Term, and provided that Licensee is not in default of this License, this License shall automatically renew for up to five (5) additional terms of five (5) years each, unless Licensee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term.

2.3 After the final renewal term, and provided that Licensee is not in default of this License, this License shall automatically renew for successive one year periods (each a "Renewal Term") unless either party notifies the other party in writing of its intention not to renew this License at least (60) days prior to the expiration of the Initial Term or any Renewal Term. Licensee's license of the Premises during each Renewal Term shall be on the same terms and conditions as set forth herein.

2.4 If Licensee shall remain in possession of the Premises at the expiration of the Initial Term of this License or any Renewal Term without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of this License, except that the Holdover Fee shall be the amount required in Section 3.4 below. Nothing contained herein shall grant Licensee the right to holdover after the term of this Agreement has expired.

3. LICENSE FEE.

3.1 From and after the occurrence of the Commencement Date, Licensee shall pay Licensor monthly rent ("License Fee") calculated in accordance with this Section.

3.2 Licensee shall have the right to sublicense the Premises as provided for in Section 4, and shall pay the following License Fee on the first day of each month:

3.2.1 For the first sublicense, the License Fee shall be an amount equivalent to fifty percent (50%) of the Authorized Sublicensee's payment to Licensee, but in no event less than One Thousand One Hundred and Seventy-Five Dollars (\$1175.00) per month.

3.2.2 For each additional sublicense, the License Fee shall be increased by an amount equivalent to fifty percent (50%) of each additional Authorized Sublicensee's payment to Licensee, but in no event less than an amount that is equivalent to One Thousand One Hundred and Seventy-Five Dollars (\$1175.00) per additional Authorized Sublicensee per month.

3.2.3 If the Licensee has not secured a second Authorized Sublicensee on or before 18 months of the Commencement Date, the minimum License Fee payable to the Licensor for the first Authorized Sublicensee shall increase to Two Thousand Three Hundred Fifty Dollars (\$2350.00) per month until such time as a third Authorized Sublicensee is secured.

3.2.4 Effective as of each one year anniversary of the Commencement Date, the dollar value of the minimum License Fee payable to the Licensor per Authorized Sublicensee under Section 3.2.1 through 3.2.5 (as applicable) shall increase by an amount equal to three percent (3%) above the amount of the minimum Licensee Fee for each Authorized Sublicensee in effect immediately prior to such increase.

3.2.5 The Licensee shall pay Three Thousand Five Hundred (\$3500.00) per month for any Unauthorized Facility (as defined in Section 4.4 below). This amount shall be subject to an annual escalator of five percent (5%).

3.2.6 The License Fee shall be payable without offset or deduction, except as provided herein, at Licensor's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date.

3.2.7 If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensor to terminate this License or to exercise any other right or remedy available in law or equity.

3.3 Licensee shall have the right to use a direct deposit system with regard to License Fee payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit. The implementation of the direct deposit system shall be at Licensee's expense.

3.4 In the circumstances described in Section 2.3 above, the Holdover Fee shall be 150% of the License Fee in effect at the expiration of this Agreement. The Holdover Fee shall also be subject to an annual escalator of five percent (5%).

4. ASSIGNMENT AND SUBLICENSES.

4.1 Licensee shall not assign this License without the prior express written consent of the Licensor, which consent may not be unreasonably delayed, withheld or conditioned.

4.2 Any unauthorized assignment shall be void and of no force or effect.

4.3 Licensee shall not sublicense space on the Facilities or Premises to any third party without the prior express written consent of the Licensor, which consent may not be unreasonably delayed, withheld or conditioned. Licensee must submit sublicense requests to Licensor in writing together with a fully executed copy of the sublicense agreement and its appendices and exhibits with no redactions. A sublicensee approved by the Licensor is herein described as an “**Authorized Sublicensee.**”

4.4 If any antennas, equipment and/or facilities shall be found collocated on the Facilities or Premises for which a sublicense has not been approved by the Licensor (“**Unauthorized Facility**”), the Licensor, without prejudice to its other rights or remedies under this Agreement, including termination or otherwise, may impose a charge and require the Licensee to submit in writing, within ten (10) days after receipt of written notification from the Licensor of the Unauthorized Facility, a sublicense application. If such application is not received by the Licensor within the specified time period, the Licensee will be required to remove the Unauthorized Facility within ten (10) days of the final date for submitting the required application, or the Licensor may remove the Unauthorized Facility without liability, and the cost of such removal shall be borne by the Licensee. For the purpose of determining the applicable charge, the Unauthorized Facility shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning on the Commencement Date of the Agreement, whichever period shall be shorter; and the charges as specified in Section 3.2.7 shall be due and payable forthwith whether or not the Unauthorized Facility is subsequently authorized by a sublicense.

5. TERMINATION FOR NON-USE.

5.1 If, at any time after the Commencement Date, there is a period of one hundred and eighty (180) days in which there are no Authorized Sublicensees with Facilities on the Premises, the Licensor may, in its sole discretion, terminate this Agreement by giving a written notice to the Licensee

requiring Licensee to decommission and remove the Facilities installed on the Premises and the Connection Space, at the Licensee's sole cost and expense in accordance with the requirements of Section 7.5 below.

6. INTERFERENCE.

6.1 The Parties acknowledge that the primary purpose of the Property is to serve as a golf course and country club for the community, and Licensee and Authorized Sublicensees shall conduct themselves at all times in such a manner as to avoid disrupting, diminishing or interfering with the primary purpose of the Property or the operation of the Property as a golf course and country club by Licensor, or the use or enjoyment of the Property by Licensor's customers or invitees or other lessees or licensees.

6.2 Licensee shall operate its Facilities in a manner that will not cause interference with equipment or facilities installed in and/or on the Property as of the date of this Agreement including but not limited to computers, telephone systems, or any other system serving the Property and/or its occupants. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within five business days of notice and Licensee shall provide Licensor documentation from the government agency that Licensee has cured the default. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not curtailed within thirty (30) days after Licensee receives written notice of such interference from Licensor. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this License. If such interference caused by Licensee's failure to comply with FCC or FAA rules and regulations has not been corrected within thirty (30) days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Facilities causing such interference.

6.3 Licensor reserves the right to license other portions of the Property to other parties during the term of this License. Licensor shall not alter its existing or contemplated use of the Property, nor shall Licensor permit any lessees, licensees, employees, invitees or agents obtaining rights to the Property from and after the date hereof to use, any portion of the Property in a way that materially interferes with the operations of Licensee or Authorized Sublicensees. Without limiting the generality of the foregoing, Licensor hereby acknowledges that in the event of any material interference with Licensee's Permitted Use as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by a future lessee, licensee or occupant of the Property, Licensee's rights hereunder to conduct Licensee's Permitted Use shall be and remain superior to the rights of any such future lessee, licensee or occupant, subject, however, to the provisions of Section 6.4. below. Licensor further acknowledges that interference with Licensee's operations shall cause Licensee to suffer irreparable injury and entitle Licensee, in addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinder of such interference against the interfering party.

6.4 To the extent that Licensee's or an Authorized Sublicensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable. In the

event that Licensee or an Authorized SubLicensee commences to use the Premises in a manner as to which Licensee or Authorized SubLicensee is not licensed by the FCC, but with respect to which necessary FCC licenses are subsequently obtained, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other licensees or occupants thereof existing on or before the date on which Licensee or Authorized SubLicensee commences such use and Licensor shall be under no obligation to exercise the duties concerning interference described above.

7. IMPROVEMENTS, UTILITIES AND REMOVAL.

7.1 Prior to installing or allowing any Facilities to be installed in or on the Premises and the Connection Space, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Licensor's review of Licensee's plans shall include a review of the appearance of the Facilities. Licensor's approval of any installation is not a representation that such installation of the Facilities is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Facilities shall be installed and operated solely within the Premises and the Connection Space.

7.2 Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the instance of Licensee. The Facilities shall remain the exclusive property of Licensee or Authorized SubLicensee during the term of this License, and Licensee shall have the right to remove all or any portion of the Facilities at any time during the term of this License or following the term of this License as hereinafter provided.

7.3 Licensee will notify Licensor prior to commencing Licensee's installation work on the Property. Prior to commencing any installation, Licensee will at its own cost and expense deliver to Licensor a certificate of insurance confirming that comprehensive general liability insurance as required under Section 14 of this License, covering the risk during the course of performance of Licensee's installation, has been obtained and is in place, which policy as endorsed will protect Licensor and Licensor's property manager, if applicable, with respect to the Property) against any claim or liability arising out of the installation. Licensee's contractor will name Licensor and Licensor's property manager as additional insured under contractor's insurance policies. Prior to Licensee's commencement of the installation of the Facilities, Licensee shall provide Licensor with copies of any Governmental Approvals obtained by Licensee with respect to this License.

7.4 All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises (other than with respect to the temporary Right of Entry described in Section 1.3 hereof, which shall be subject to Licensee's duty to restore such area as provided therein). Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.

7.5 Following any termination or expiration of this License, Licensee shall remove all of the Facilities. In performing such removal, Licensee shall restore the Premises, Connection Space and any personal property and fixtures thereon to their original condition prior to the installation or placement of

the Facilities, reasonable wear and tear excepted. If Licensee fails to remove all of its Facilities within ninety (90) days after expiration or earlier termination of this License, Licensor may remove and dispose of the Facilities within the next succeeding ninety (90) day period, and Licensee shall reimburse Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises and Connection Space, or Licensor may deem the Facilities abandoned, whereupon the Facilities shall become Licensor's property. Licensee shall provide a bond in a form and from a surety acceptable to Licensor in the amount of \$200,000 to cover the estimated costs of removal of the Facilities. Licensee acknowledges that Licensee and any Authorized Sublicensee are not entitled to relocation assistance, or any other benefits under the Uniform Relocation Assistance Act, or any other applicable provision of law upon termination of this License.

7.6 Licensee shall have the right, at Licensee's expense, to install separately metered utilities within the Property and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators). All utility routes must be within the Connection Space and approved by Licensor prior to construction. Licensee agrees to have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage.

8. TECHNICAL STANDARDS.

8.1 Licensee agrees that the installation, operation and maintenance of its Facilities shall at all times, and at Licensee's expense, comply with all applicable governmental laws and regulations and with such technical standards as may from time to time be established by Licensor for the Premises, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation. If (i) any applicable governmental laws and regulations or (ii) any new technical standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modifications or revisions at Licensee's sole expense within thirty (30) days thereafter.

9. ACCESS.

9.1 Licensee and its "authorized personnel" shall be entitled to unescorted access 24 hours per day, 7 days per week for installation and customary maintenance of the Facilities and the Premises. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision. All access to the Premises by Licensee shall be subject in each instance to the reasonable security requirements, as well as compliance with reasonable rules and regulations from time to time in effect at the Property, of which Licensor shall use commercially reasonable efforts to inform Licensee in writing.

10. EVENTS OF DEFAULT.

10.1 It shall be an Event of Default if any one or more of the following events shall occur:

10.1.1 Licensee shall default in the payment when due of any License Fees or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) days after written notice thereof from Licensor; or

10.1.2 Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee other than that specified in 10.1.1 above and the interference provision herein and Licensee does not remedy such default within

thirty (30) days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) days after such notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

10.1.3 Upon the occurrence of an Event of Default, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

(a) Following three (3) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the term of this License (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate this License), a sum equal to (y) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (z) the License Fees reserved for the then entire unexpired balance of the term of this License (taken without regard to any early termination of the term by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default.

(b) Whether or not Licensor has elected to recover sum set forth in (a) above, terminate this License on at least five (5) days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the the Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

11. TERMINATION BY LICENSEE.

11.1 Following the Commencement Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, this License may be terminated by Licensee in the following circumstances:

11.1.1 In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

11.2 Upon Licensee terminating in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor on or before the termination date in the condition required under this License for surrender of the Premises.

12. CASUALTY AND CONDEMNATION.

12.1 If at any time during the term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty and Licensee decides not to rebuild the Facilities, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

12.2 If at any time during the term of this License all or "substantially all" (as described in the preceding subsection 12.1) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, this License shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

13. TAXES.

13.1 Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, as additional License Fee, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation of such increase to Licensee.

13.2 The Licensor hereby provides notice pursuant to California Revenue and Taxation Code Section 107.6, and Licensee acknowledges that this Agreement may create a possessory interest and Licensee may be subject to property taxes levied on such interest, as described in California Revenue and Taxation Code Section 107.

14. INSURANCE, RELEASE AND HOLD HARMLESS.

14.1 Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this Agreement, including any Renewal Term:

14.1.1 Workers Compensation insurance at statutory limits, including Employers Liability coverage with a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

14.1.2 Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit;

14.1.3 Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage;

14.1.4 "All-risk" property insurance insuring the Facilities and its appurtenant personal property for full replacement costs.

14.2 Any Subcontractor(s) hired by the Licensee shall maintain insurance coverage equal to that required of the Licensee. It is the responsibility of the Licensee to assure compliance with this provision. Licensor accepts no responsibility arising from the conduct, or misconduct, of the Subcontractor.

14.2.1 With reference to the foregoing insurance requirement, the Licensee shall specifically endorse applicable insurance policies as follows:

- (a) Licensor shall be named as an additional insured.
- (b) A waiver of subrogation in favor of Licensor.
- (c) All insurance policies shall be endorsed to require the insurer to immediately notify Licensor of any material change in the insurance coverage.
- (d) All insurance policies shall be endorsed to the effect that Licensor will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
- (e) All insurance policies, which name Licensor as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (f) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (g) Licensee may maintain reasonable and customary deductibles, subject to approval by Licensor.
- (h) Insurance must be purchased from insurers licensed to do business in the State of California that are acceptable to Licensor.
- (i) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - (i) Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - (ii) Shall specifically set forth the notice-of-cancellation or termination provisions to Licensor.
- (j) Upon request, Licensee shall furnish Licensor with certified copies of all insurance policies.

14.3 Licensee hereby releases Licensor and its respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 14.

14.4 Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of this Agreement, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

14.4.1 any work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except if such work or act is done or performed by Licensor or its agents or employee;

14.4.2 any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, sublicensees, or invitees;

14.4.3 any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Licensor, its employees or agents; and

14.4.4 any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

14.5 Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any act, omission or negligence of Licensor or its employees or agents, or the breach of this Agreement except to the extent attributable to the gross negligence or intentional act or omission of Licensee, its employees, agents or independent contractors or the acts of third parties. Licensor shall not be liable for any vandalism or other damage that may occur to the Facilities or in the Premises or any unauthorized use of the Facilities by third parties.

15. NOTICES.

15.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight courier to the following addresses:

If to Licensor:

Town of Apple Valley
Attention: Town Manager
14955 Dale Evans Parkway
Apple Valley, CA 92307

If to Licensee, to:
PLN Telecom Inc.
50 Central Ave. Ste. 1007
Sarasota, FL 34236

Attention: Paul Nussbaum

With copies to:
Paul Nussbaum
1528 India St. Apt. 407
San Diego, CA 92101
Attention: Paul Nussbaum

or to such other address as each party may designate for itself by like notice given in accordance with this Section.

15.1.1 Notices will be deemed to have been given upon either receipt or rejection. Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address.

16. **QUIET ENJOYMENT, TITLE AND AUTHORITY.**

16.1 Licensors covenants and warrants that (i) it has full right, power and authority to execute this License and has the power to grant all rights hereunder; (ii) its execution and performance of this License will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on Licensor; and (iii) Licensee shall have the quiet enjoyment of the Premises, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period.

17. **HAZARDOUS SUBSTANCES.**

17.1 For purposes of this License, the term “**Hazardous Substances**” means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as the “**State Toxic Substances Law**”); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which

may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

17.2 Licensors makes no warranty or representation whatsoever concerning Premises, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances or governmental regulations. Licensee's right to use Premises is strictly on an "as is" basis with all faults. Licensor hereby disclaims all warranties whatsoever, express or implied, the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

17.3 Except as otherwise specifically permitted under the terms of this License, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Premises or Licensed Land in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in sub-Section 17.1. Storage batteries for emergency power, fuel for temporary generators during power outages, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Licensee's Facilities are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Property, so long as Licensee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

17.4 No permanent underground or above ground storage tanks shall be installed on the Premises.

17.5 Licensor or its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Premises and taking photographs.

17.6 Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance as defined herein, give written notice to Licensor in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within Premises. The failure to disclose in a timely manner the release of a Hazardous Substance, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this License by Licensor in addition to actual damages and other remedies provided by law. Licensee shall immediately clean up and completely remove all Hazardous Substances placed by Licensee on, under, about or within Premises, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

17.7 In the event Hazardous Substances are discovered, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of any Hazardous Substances placed on, under, about or within the Premises by Licensee, and provide written documentation of its safe and legal disposal.

17.8 Breach of any of these covenants, terms, and conditions, and Licensee's failure to cure within thirty (30) days of Licensee's receipt of written notice from Licensor, shall give Licensor the authority to either immediately terminate this License or to shut down Licensee's operations thereon, at

the sole discretion of Licensor. In either case, Licensee will continue to be liable under this License to remove and mitigate all Hazardous Substances placed by Licensee on, under, about or within the Premises or the Property. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to Premises by Licensee during Licensee's period of use and possession of Premises. Upon termination of this License, Licensee shall, in accordance with all laws, remove from Premises any equipment or improvements placed on Premises by Licensee that may be contaminated by Hazardous Substances.

17.9 Licensee shall defend, indemnify and hold Licensor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Licensee or its partners, affiliates, agents, officials, officers, contractors or employees on the Premises. Licensor shall defend, indemnify and hold Licensee and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Licensor or its partners, affiliates, agents, officials, officers, contractors or employees on the Premises. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify each Party from any liability created by the other Party pursuant to such sections.

17.10 The terms of this Section 18 shall survive the expiration or earlier termination of this Agreement.

18. ASSIGNMENT TO AFFILIATE.

18.1 Licensee may assign this Agreement to any person or business entity which is an "Affiliate" of Licensee upon written notification of Licensor. For purposes of this subparagraph, Affiliate shall mean: (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Licensee, or (v) an entity which purchases substantially all of the assets of Licensee, or (vi) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee.

18.2 Licensee may not sublease or sublicense any portion of the Premises to an Affiliate except in accordance with Section 4 above.

19. SUCCESSORS AND ASSIGNS.

19.1 This License shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

20. ENTRY BY LICENSOR.

20.1 Licensor, its officials, employees and agents shall have the right to enter the Premises and the Connection Space at any time for purposes of inspection (and other purposes contemplated by this

Agreement. Licensee shall provide Licensee a copy of any keys or access codes necessary to enter the Premises.

21. WAIVER OF LICENSOR'S LIEN.

21.1 Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof. The Facilities shall be deemed personal property for purposes of this License, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licensor hereby consents to Licensee's right to remove all or any portion of the Facilities from time to time in Licensee's sole discretion.

22. MORTGAGE SUBORDINATION.

22.1 This License is and shall be subject and subordinate to all ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall have the right to recognize and preserve this License in the event of any foreclosure sale or possessory action, and in such case, this License shall continue in full force and effect at the option of the party holding the superior lien and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment.

23. LIMITATION ON LIABILITY.

23.1 Anything in this License, either expressed or implied, to the contrary notwithstanding, Licensee acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Licensor are made and intended not as personal covenants, undertakings and agreements of Licensor, or for the purpose of binding Licensor personally or the assets of Licensor, except Licensor's interest in the Property.

24. RF SIGNAGE AND NOTICES.

24.1 Licensee, and any Authorized Sublicensee, shall not install signs other than those required by law including ones alerting the public, workers and public safety officials of any radio frequency emissions or other safety issues. These signs shall comply with OSHA 1910.145 and OSHA CFR 1926.200, as they may be amended or replaced from time to time.

25. MISCELLANEOUS.

25.1 The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in this License providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

25.2 This License constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein.

25.3 Any amendment to this Agreement must be in writing and executed by both parties.

25.4 This Agreement shall be construed in accordance with the laws of the State of California and venue shall be in the courts of San Bernardino County and the federal Central District of California.

25.5 If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

25.6 Time is of the essence of this License.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date aforesaid.

LICENSOR:

TOWN OF APPLE VALLEY, CALIFORNIA

By: _____

Printed Name: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "A"
PREMISES / CONNECTION SPACE

The Premises shall consist of the following:

1. Ground space measuring approximately 60 feet in length by 40 feet in width.

The Connection Space shall consist of the following:

1. Ground space measuring approximately 1,815 Sq. Ft.

The street address of the Property is: 15200 Rancherias Road, Apple Valley, CA 92307, project site is located near Fairways #13 and #14.

The Assessor's Parcel Number is: 3112-111-41

The Property is recorded in the land records of San Bernardino County, California

EXHIBIT "B"
FACILITIES

THIS EXHIBIT SHALL CONTAIN AN ENGINEERED DRAWING OF THE TOWER AND ANY SUPPORT STRUCTURES, WITH LICENSOR HAVING THE OBLIGATION TO PROVIDE AN AS-BUILT DRAWING AND PHOTOS WITHIN 1 MONTH OF COMPLETION.

EXHIBIT "C"
COMMUNICATIONS EQUIPMENT

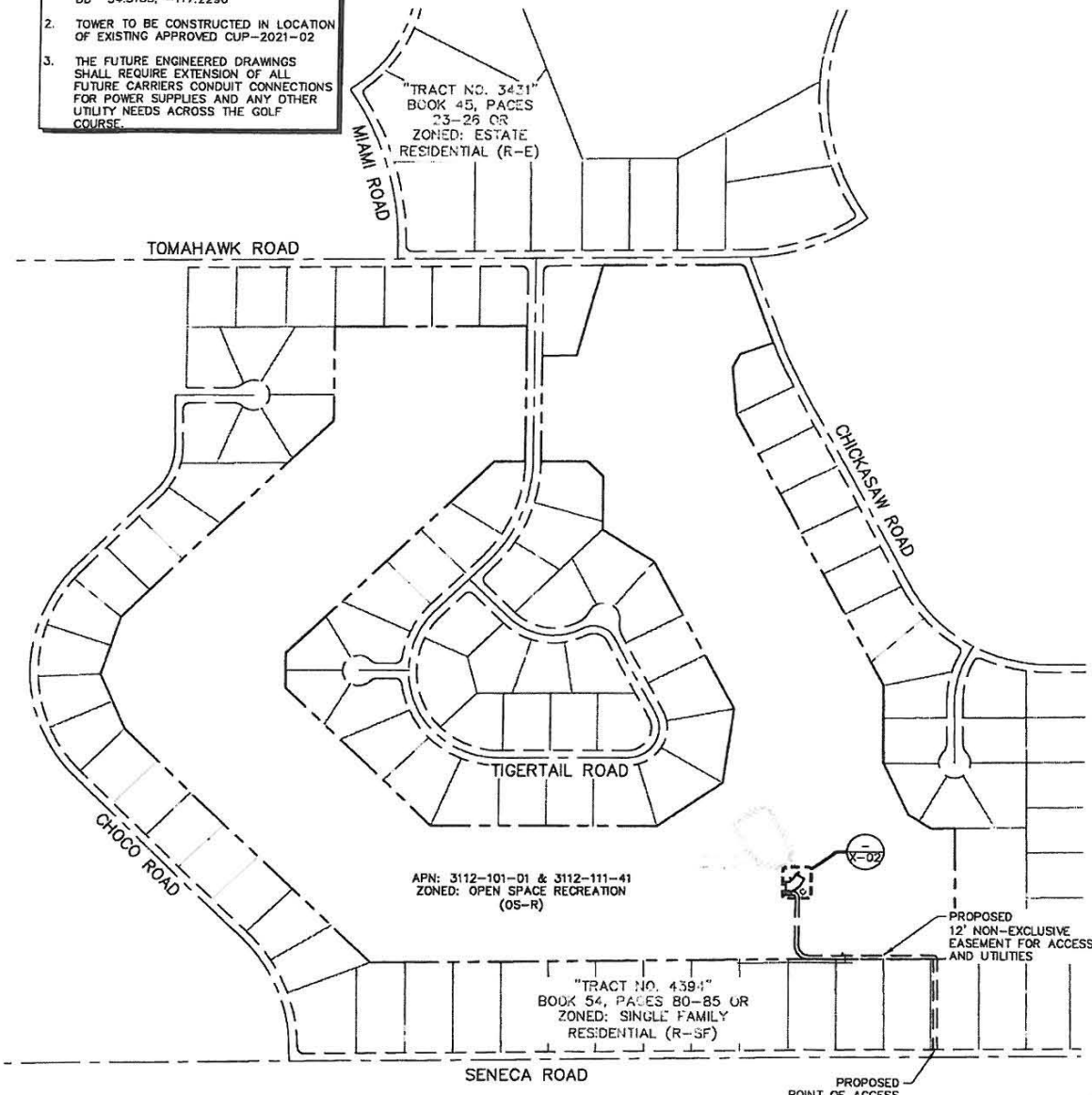
1. The tower shall contain the antennas, antenna mounts, and associated wiring and cabling listed below.
2. Building housing communications equipment and appurtenances associated therewith as more fully described below.

<u>Antennas</u>	<u>Number</u>	<u>Type</u>
Verizon – Panel Antenna	12 4 per sector (3-sectors ea. carrier)	Cellular 4' to 8' Single & Quad Port Antennas
AT&T – Panel Antenna	12 4 per sector (3-sectors ea. carrier)	Cellular 4' to 8' Single & Quad Port Antennas
Sprint – Panel Antenna	12 4 per sector (3-sectors ea. carrier)	Cellular 4' to 8' Single & Quad Port Antennas
T-Mobil – Panel Antenna	12 4 per sector (3-sectors ea. carrier)	Cellular 4' to 8' Single & Quad Port Antennas

28314.00200\8347714.1

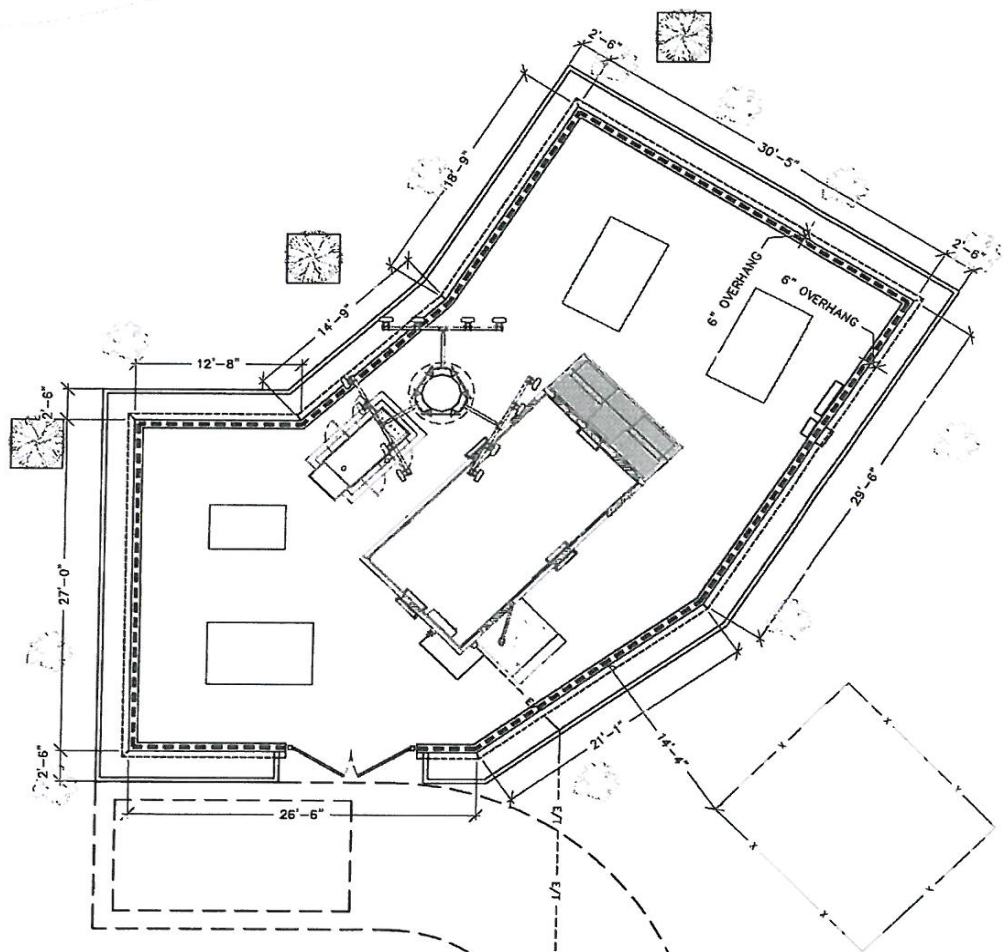
TOWER NOTES:

- COORDINATES
 DMS 34° 30' 59.40" N, 117° 13' 44.27" W
 DD 34.5165, -117.2290
- TOWER TO BE CONSTRUCTED IN LOCATION OF EXISTING APPROVED CUP-2021-02
- THE FUTURE ENGINEERED DRAWINGS SHALL REQUIRE EXTENSION OF ALL FUTURE CARRIERS CONDUIT CONNECTIONS FOR POWER SUPPLIES AND ANY OTHER UTILITY NEEDS ACROSS THE GOLF COURSE.



OVERALL SITE PLAN
 SCALE: N.T.S.

 8905 W POST RD., SUITE 100 LAS VEGAS, NEVADA 89148 PH. (702) 367-7705 FAX (702) 367-8733	PLN TELECOM INC. 9155 JUDICIAL DRIVE UNIT 5418 SAN DIEGO, CALIFORNIA 92122	DRAWING TITLE: EXHIBIT	DRAWING NO. X-01	
		PROJECT INFORMATION: APPLE VALLEY G.C. UNADDRESSED APN: 3112-111-41	REVISION NO. 6 DATE ISSUED: 10/29/13	DRAWN BY: J. CAPULE CHECKED BY: M. CEFALU
		PROPERTY OWNER: TOWN OF APPLE VALLEY 14955 DALE EVANS PARKWAY APPLE VALLEY, CALIFORNIA 92307	SCALE: AS NOTED	APPROVED BY: C. WENER
			SHEET NO. 1 OF 7	
			SITE NO.: PB-01	



SITE DETAIL (WITH DIMENSIONS)
SCALE: N.T.S.

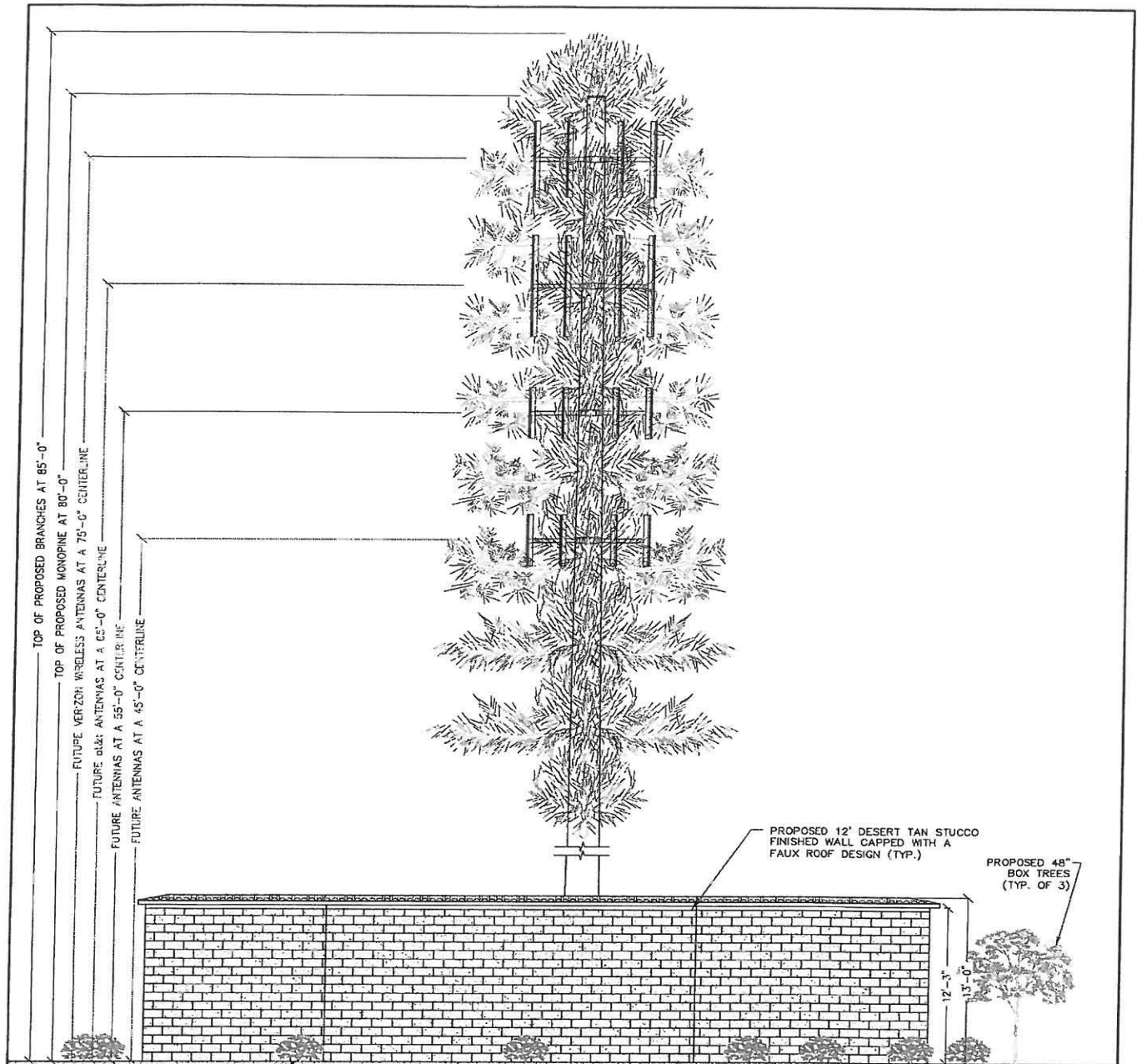


SPECTRUM
SERVICES, INC.
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

PLN TELECOM INC.
9155 JUDICIAL DRIVE UNIT 5418
SAN DIEGO, CALIFORNIA 92122

DRAWING TITLE: EXHIBIT
PROJECT INFORMATION: APPLE VALLEY G.C
UNADDRESSED
APN: 3112-111-41
PROPERTY OWNER: TOWN OF APPLE VALLEY
14955 DALE EVANS PARKWAY
APPLE VALLEY, CALIFORNIA 92307

DRAWING NO. X-03	
REVISION NO. 6	DRAWN BY: J. CAPULE
DATE ISSUED: 10/28/13	CHECKED BY: M. CEFALU
SCALE: AS NOTED	APPROVED BY: C. WENER
SHEET NO. 3 OF 7	
SITE NO.: PB-01	



PROPOSED LANDSCAPE
(TYPE OF PLANTS T.B.D.)

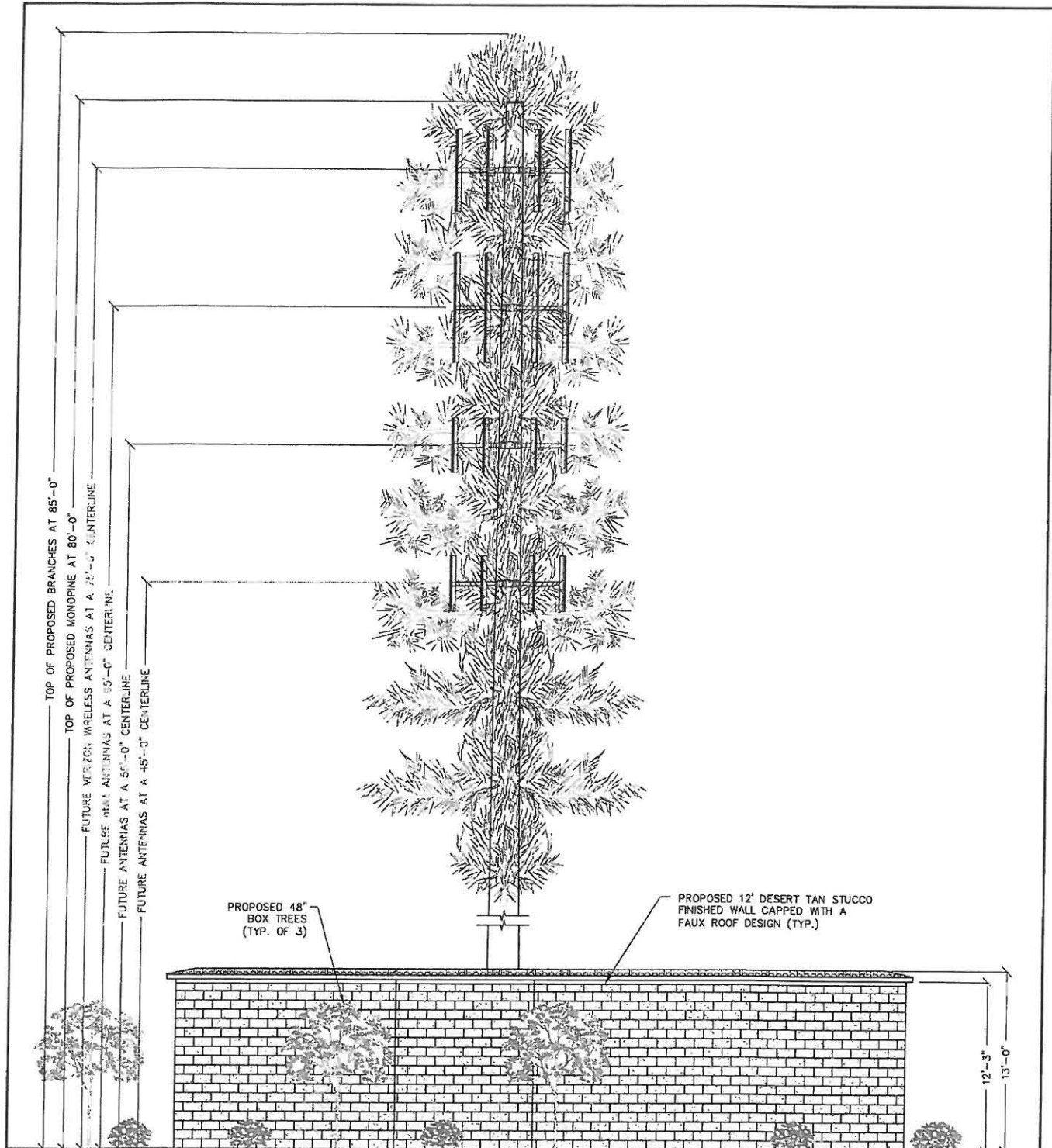
EAST ELEVATION
SCALE: N.T.S.

SPECTRUM
SERVICES, INC.
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

PLN TELECOM INC.
9155 JUDICIAL DRIVE UNIT 5418
SAN DIEGO, CALIFORNIA 92122

DRAWING TITLE: EXHIBIT
PROJECT INFORMATION: APPLE VALLEY G.C.
UNADDRESSED
APN: 3112-111-41
PROPERTY OWNER: TOWN OF APPLE VALLEY
14955 DALE EVANS PARKWAY
APPLE VALLEY, CALIFORNIA 92307

DRAWING NO. X-05	
REVISION NO. 6	DRAWN BY: J. CAPULE
DATE ISSUED: 10/29/13	CHECKED BY: M. CEFALU
SCALE: AS NOTED	APPROVED BY: C. WENER
SHEET NO. 5 OF 7	
SITE NO.: PB-01	



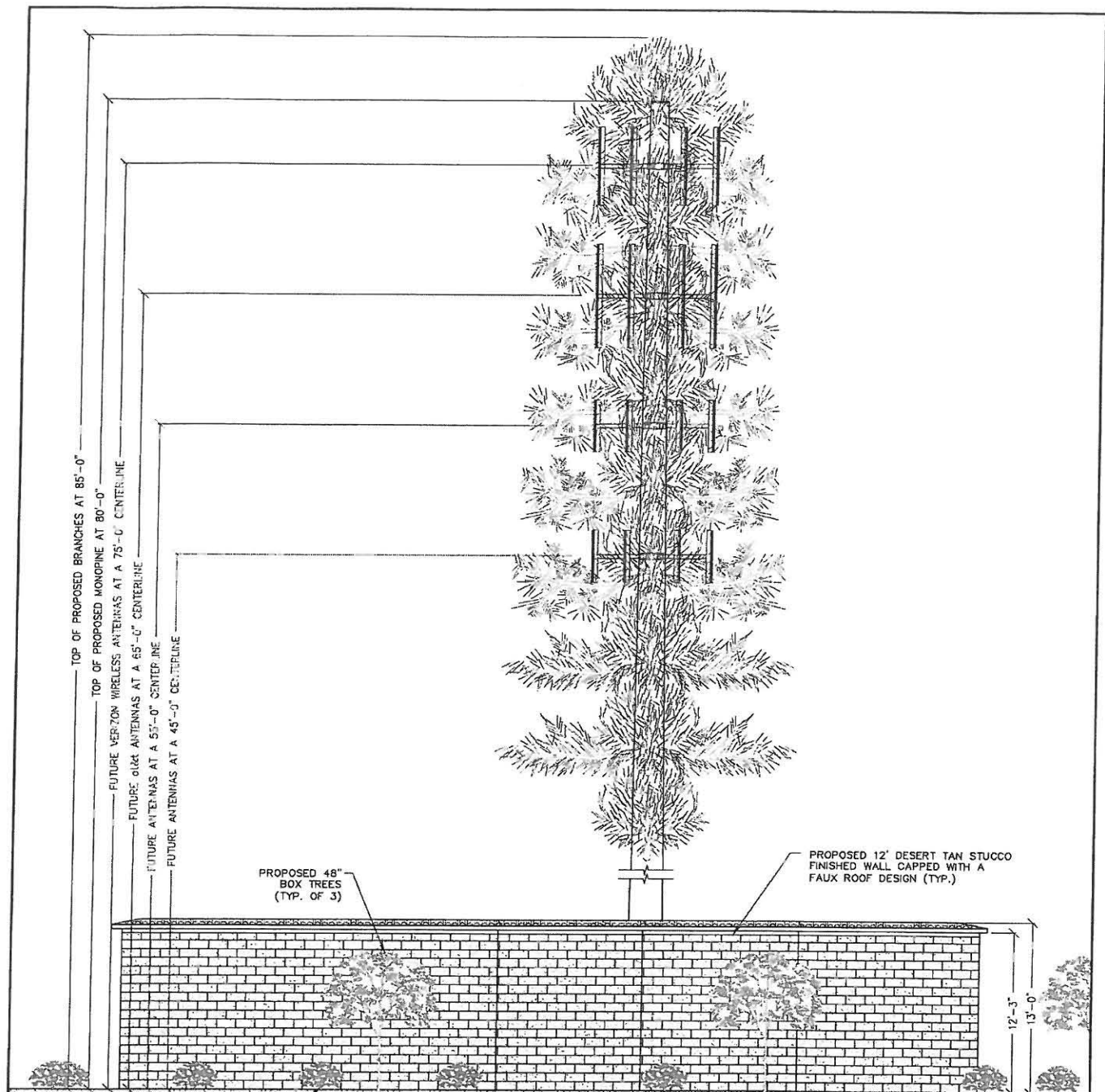
WEST ELEVATION
SCALE: N.T.S.

SPECTRUM
SERVICES, INC.
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

PLN TELECOM INC.
9155 JUDICIAL DRIVE UNIT 5418
SAN DIEGO, CALIFORNIA 92122

DRAWING TITLE: EXHIBIT
PROJECT INFORMATION: APPLE VALLEY G.C.
UNADRESSED
APN: 3112-111-41
PROPERTY OWNER:
TOWN OF APPLE VALLEY
14955 DALE EVANS PARKWAY
APPLE VALLEY, CALIFORNIA 92307

DRAWING NO. X-06	
REVISION NO. 6	DRAWN BY: J. CAPULE
DATE ISSUED: 10/28/13	CHECKED BY: M. CEFALU
SCALE: AS NOTED	APPROVED BY: C. WEINER
SHEET NO. 6 OF 7	
SITE NO.: PB-01	



NORTH ELEVATION

SCALE: N.T.S.

SPECTRUM
 SERVICES, INC.
 8905 W POST RD., SUITE 100
 LAS VEGAS, NEVADA 89148
 PH. (702) 367-7705
 FAX (702) 367-8733

PLN TELECOM INC.
 9155 JUDICIAL DRIVE UNIT 5418
 SAN DIEGO, CALIFORNIA 92122

DRAWING TITLE: EXHIBIT
PROJECT INFORMATION: APPLE VALLEY G.C.
 UNADDRESSED
 APN: 3112-111-41
PROPERTY OWNER:
 TOWN OF APPLE VALLEY
 14955 DALE EVANS PARKWAY
 APPLE VALLEY, CALIFORNIA 92307

DRAWING NO. X-07	
REVISION NO. 6	DRAWN BY: J. CAPULE
DATE ISSUED: 10/29/13	CHECKED BY: M. CEFALU
SCALE: AS NOTED	APPROVED BY: C. WENER
SHEET NO. 7 OF 7	
SITE NO.: PB-01	