

## CONDUIT LEASE AGREEMENT

**This Conduit Lease Agreement** (this “**Agreement**”), effective as of the date of the last signature below (the “**Effective Date**”), is entered into by and between the City of Cupertino (“**Lessor**” or “**City**”), and Crown Castle NG West LLC, a Delaware limited liability corporation (“**Lessee**”). In this Agreement, City and Lessee are each individually referred to as a “**Party**” and are collectively referred to as the “**Parties**.”

**WHEREAS**, City owns certain conduit located within the City of Cupertino, a municipal corporation located in the State of California; and

**WHEREAS**, Lessee desires to lease from City, and City desires to lease to Lessee, certain innerducts located within City’s conduit.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. DESCRIPTION OF CONDUITS AND INNERDUCTS.

City owns a two (2) inch conduit that begin at the following A-LOCs and terminate at the following Z-LOCs, as more particularly described in Attachment 1 to this Agreement (collectively, the “**Conduits**”). The Conduit contains a maxcell sleeve (the “**Innerducts**”).

### 2. LEASE OF INNERDUCTS

City agrees to lease to Lessee, and Lessee agrees to lease from City, one of the Innerduct cells within an existing approximately 700’ long conduit along Stelling Road, under Highway 85 in Cupertino (exact location more particularly described in Attachment 1). It is understood and agreed that City shall maintain legal title to the Conduit and Innerducts, subject to this lease. Lessee may use one of the cells of the Innerduct to provide telecommunication services.

### 3. FEES AND TAXES

Lessee shall pay any sales and use taxes lawfully levied by a duly constituted taxing authority against or upon **the Innerducts**, if applicable. City shall be responsible for and shall timely pay any and all franchise, license and permit fees relating to the **Conduits**.

### 4. TERM

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall expire fifteen years after the effective Date. Upon the expiration or termination of this Agreement, all rights of Lessee to use the Innerducts shall cease. Provided however, the Parties may at such time agree to extend the Terms of this Agreement or negotiate the terms of a new conduit lease agreement.

### 5. LEASE PAYMENT

Lessee shall provide to City a new 2” conduit and utility access boxes along the north side of Stevens Creek Blvd, between DeAnza Blvd and Saich Way (approximately 1300LF) to the satisfaction of the City (the “**New Improvements**”). The New Improvements are approximately valued at \$12,600, which is equivalent to the Term rental rate of \$18/LF for the Innerduct cell.

## 6. PERMITS, UNDERLYING RIGHTS, AND RELOCATION.

- (a) Underlying Rights. City has obtained and will maintain all rights, licenses, authorizations, rights of way, building access rights and other agreements necessary for the use of, access of, construction and operation of the Conduits and Innerducts (the “**Underlying Rights**”). This lease is subject to the terms of the Underlying Rights. Lessee agrees to use the Conduits and Innerducts only in a manner consistent with the Underlying Rights. Lessee agrees not to cause or allow any default under the Underlying Rights.
- (b) Governmental Approvals, Permits, And Consents. Lessee shall obtain and maintain, at its sole cost and expense, all necessary easements, licenses, and building access agreements, as well as all governmental permits, licenses, easements, franchises, and approvals that may be required by federal, state or local law, statute, regulation or ordinance (the “**Laws**”) and shall continuously comply with all such Laws during the Term.
- (c) Relocations. Should Lessor, the City of Cupertino, or regional, State, Federal or private projects require the relocation of the Shared Conduit or Lessee’s System, Lessee shall be responsible for the relocation of its own facilities at no cost to City. Provided however, relocation costs resulting from a relocation request by a private developer and subsequent to the effective date of this Agreement will be borne by the developer to the extent permitted by applicable law.

## 7. USE OF CONDUITS AND INNERDUCTS; MAINTENANCE

- (a) Installation of Fiber. Lessee shall be responsible for the installation of Lessee’s fiber within the Innerducts, at Lessee’s sole risk and expense. City shall have the right to supervise the installation.
- (b) Interference. Lessee shall not use the Innerducts in a way that knowingly interferes in any way with or adversely affects City’s or City’s customers’ use of the Conduits. If Lessee’s use of the Innerducts interferes in any way with or adversely affects City’s or City’s customers’ use of the Conduits, then Lessee will resolve such interference as soon as commercially practicable.
- (c) Maintenance. City shall be responsible for maintenance and repairs of the Conduits and Innerducts, at City’s sole cost and expense. Such Conduits and Innerducts maintenance and repairs shall be performed in a good and workmanlike manner. Lessee shall be responsible for maintenance and repairs of any Lessee fiber located within the Innerducts, at Lessee’s sole cost and expense. Such fiber maintenance and repairs shall be performed in a good and workmanlike manner.
- (d) Design and Construction Standards. Lessee shall comply with all of the construction, restoration, inspection, and maintenance procedures and requirements set forth in the City’s Design and Construction Standards and other City laws pertaining to the use of and work in the public right-of-way. Prior to installing any infrastructure Lessee shall obtain all required permits.
- (e) Inspection. Prior to installing fiber, Lessee shall inspect that segment of the City conduit, document the condition of the segment in a format agreeable to both Parties, and provide such documentation to the City. Such documentation shall include, for each segment in the Leased Conduit:
  - 1. Confirm that empty conduit contains pull ropes or is installed with the MAXCELL SLEEVE

2. Confirm no obstructions.

**8. Reserved.**

**9. REMOVAL/OWNERSHIP**

Upon the termination or non-renewal of this Agreement, and at the City's sole discretion, Lessee shall, at Lessee's expense, either remove all facilities owned by Lessee within the City conduit system and the Lease Area, or abandon the facilities in place. All facilities abandoned in place which are not otherwise owned by the City, shall become the property of the City .

**10. DEFAULT.**

A Party has defaulted under this Agreement if it fails to cure a non-monetary breach within 30 days after notice, provided that if the breach is of a nature that it cannot be cured within 30 days, a default shall not have occurred so long as the breaching Party has commenced to cure within said time period and thereafter diligently pursues such cure to completion. In the case of a monetary breach, a Party has defaulted by failure to pay any amount when due and payable within 10 business days of receipt of notice from the other Party specifying such failure and requiring payment of such amount. Upon an uncured default, the non-defaulting Party may pursue all remedies provided for in this Agreement and/or any legal or equitable remedies.

**11. INDEPENDENT CONTRACTOR**

11.1 Status. Lessee is an independent Contractor and not an employee of City. Lessee is solely responsible for the means and methods of performing the Work and for the persons under this employment. Lessee is not entitled to worker's compensation or any other City benefits.

11.2 Lessee's Qualifications. Lessee warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Work in a competent and professional manner and according to the highest standards and best practices in the industry.

11.3 Permits And Licenses. Lessee warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Work as required by law, and have procured a City Business License. Lessee shall possess a California Contractor's License in good standing for the appropriate classification(s), which must remain valid for the entire Agreement Time.

11.4 Subcontractors. Except as otherwise permitted under this Agreement, only Lessee's employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

11.5 Tools, Materials And Equipment. Lessee will supply all tools, materials and equipment required to perform the Work under this Agreement.

11.6 Payment of Taxes. Lessee must pay income taxes on the money earned under this Agreement. Upon City's request, Lessee will provide proof of payment and will indemnify City for violations pursuant to the indemnification provision of this Agreement.

**12. AMENDMENTS.**

Amendments must be in writing and signed by City and Lessee. Lessee's request for an amendment must specify the proposed changes in the Work, Agreement Price, and Agreement Time. Each request must include all the supporting documentation, including but not limited to plans/drawings, detailed cost estimates, and impacts on schedule and completion date.

### **13. ASSIGNMENTS; SUCCESSORS**

Lessee shall not assign, hypothecate, or transfer this Agreement or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Lessee as a legal entity is considered an assignment of the Agreement and subject to City approval, which shall not be unreasonably withheld. Control means fifty percent (50%) or more of the voting power of the business entity. This Agreement is binding on Lessee, its heirs, successors and permitted

### **14. SUBCONTRACTORS**

14.1 Lessee may hire qualified subcontractors to perform some or all of the Work, provided that each subcontractor is required by Agreement to be bound by the provisions of this Agreement. Lessee must provide City with written proof of compliance with this provision upon request.

14.2 City may reject any subcontractor of any tier and bar a subcontractor from performing Work on the Project, if City in its sole discretion determines that subcontractor's Work falls short of the requirements of this Agreement. If City rejects a subcontractor, Lessee at its own expense must perform the subcontractor's Work or hire a new subcontractor that is acceptable to City. A Notice of Completion must be recorded within 15 days after City accepts the Work if the Agreement involves work by subcontractor.

### **15. RECORDS AND DAILY REPORTS**

15.1 Lessee must maintain daily reports of the Work and submit them to City upon request and at completion of Project. The reports must describe the Work and specific tasks performed, the number of workers, the hours, the equipment, the weather conditions, and any circumstances affecting performance. City will have ownership of the reports, but Lessee will be permitted to retain copies.

15.2 If applicable, Lessee must keep a separate set of as-built drawings showing changes and updates to the Scope of Work or the original drawings as changes occur. Actual locations to scale must be identified for all major components of the Work, including mechanical, electrical and plumbing work; HVAC systems; utilities and utility connections; and any other components City determines should be included in the final drawings of the Project. Deviations from the original drawings must be shown in detail, and the location of all main runs, piping, conduit, ductwork, and drain lines must be shown by dimension and elevation.

15.3 Lessee must maintain complete and accurate accounting records of its Work, in accordance with generally accepted accounting principles, which must be available for City review and audit, kept separate from other records, and maintained for four years from the date of City's final payment.

### **16. INDEMNIFICATION**

16.1 To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Lessee shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers and consultants ("Indemnitees"), through legal counsel reasonably acceptable to City, from and against any and all liability, damages, claims, stop notices, actions, causes of action,

demands, charges, losses and expenses (including attorney fees, legal costs and expenses related to litigation and dispute resolution proceedings), of every nature arising directly or indirectly from this Agreement or in any manner relating to any of the following: (a) Breach of Agreement, obligations, representations or warranties; (b) Performance or nonperformance of the Work or of any obligations under the Agreement by Lessee, its employees, agents, servants, subcontractors or sub-subcontractors; (c) Payment or nonpayment by Lessee or its subcontractors or sub-subcontractors for Work performed on or off the Project Site; and (d) Personal injury, property damage, or economic loss resulting from the work or performance of Lessee or its subcontractors or sub-subcontractors.

16.2 Lessee must pay the costs City incurs in enforcing this provision. Lessee must accept a tender of defense upon receiving notice from City of a third-party claim, in accordance with California Public Contract Code Section 9201. At City's request, Lessee will assist City in the defense of a claim, dispute or lawsuit arising out of this Agreement.

16.3 Lessee's duties under this entire Section are not limited to Agreement Price, Workers' Compensation or other employee benefits, or the insurance and bond coverage required in this Agreement. Nothing in the Agreement shall be construed to give rise to any implied right of indemnity in favor of Lessee against City or any other Indemnitee.

16.4 Lessee's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, a purchase order or other transaction.

## **17. Reserved.**

## **18. INSURANCE**

Lessee shall comply with the Insurance Requirements, attached and incorporated here as Exhibit B. Lessee must provide satisfactory proof of insurance and maintain it for the Agreement Time or longer as required by City. City will not execute the Agreement until City has approved receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. The limits outlined in Exhibit B may be met by any combination of general liability and excess or umbrella liability insurance. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance at Lessee's expense, deducting the costs from Lessee's compensation, or terminating the Agreement.

## **19. COMPLIANCE WITH LAWS**

19.1 General Laws. Lessee shall comply with all laws and regulations applicable to this Agreement. Lessee will promptly notify City of changes in the law or other conditions that may affect the Project or Lessee's ability to perform. Lessee is responsible for verifying the employment status of employees performing the Work, as required by the Immigration Reform and Control Act.

19.2 Labor Laws.

(a) Agreements of \$1,000 or more are subject to the requirements of the California Labor Code, including but not limited to:

(i) Prevailing wage laws under Labor Code Section 1775, which require Lessee to pay prevailing wages applicable in Santa Clara County for each craft, classification, or type of worker needed to perform the Work, including health, pension and vacation. The prevailing wage rates are on file with the City Engineer's office and are available online at <http://www.dir.ca.gov/DLSR>;

(ii) Apprenticeship requirements under Labor Code Section 1777.5 for Contracts \$30,000 or more;

(iii) Maintain certified payroll records in accordance with Labor Code Sections 1776 and 1812, and electronically submit them to the Labor Commissioner as required by the regulations of California, Department of Industrial Relations (“DIR”);

(iv) Comply with DIR Monitoring, Enforcement and Registration requirements of Labor Code Section 1725.5.

(b) Lessee must compensate workers who are paid less than prevailing wages or required to work more than a legal day’s work. Lessee will also be required to pay City a penalty of \$ 200.00 per worker for each day of violation.

(c) As required by Labor Code Section 1861, by signing this Agreement Lessee certifies as follows: “I am aware of Labor Code Section 3700 which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the Work on this Agreement.”

19.3 Discrimination Laws. Lessee shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS) or any other protected classification. Lessee shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777 and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Lessee understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Lessee or Lessee's employees or sub-Lesseees will not be tolerated.

19.4 Conflicts of Interest. Lessee, its employees, subcontractors, servants and agents, may not have, maintain or acquire a conflict of interest in relation to this Agreement in violation of law, including Government Code section 1090 and Government Code section 81000 and their accompanying regulations. No officer, official, employee, consultant, or other agent of the City (“City Representative”) may have, maintain, or acquire a “financial interest” in the Agreement, as that term is defined by state law, or in violation of a City ordinance or policy while serving as a City Representative or for one year thereafter. Lessee, its employees, subcontractors, servants and agents warrant they are not employees of City or have any relationship with City officials, officers or employees that creates a conflict of interest. Lessee may be required to file a conflict of interest form if it makes certain governmental decisions or serves in a staff capacity, as defined in section 18700 of the California Code of Regulations. Lessee agrees to abide by City rules governing gifts to public officials and employees.

19.5 Remedies. Any violation of Section 19 constitutes a material breach and may result in City suspending payments, requiring reimbursement, or terminating the Agreement. City reserves all rights and remedies under the law and this Agreement, including seeking indemnification.

## **20. BONDS**

For Agreements of \$25,000 or more, Lessee must obtain a payment bond and a performance bond, each in the penal sum of 100% of the Agreement Price, using the Bond Forms attached and incorporated here as Exhibit C. Each bond must be issued by a surety admitted in California, with a financial rating from A.M. Best Company of Class A- or higher, or as otherwise acceptable to City. If

an issuing surety cancels a bond or becomes insolvent, Lessee must provide a substitute bond from a surety acceptable to City within seven calendar days after written notice from City. If Lessee fails to do so, City may in its sole discretion and without prior notice, purchase bonds at Lessee's expense, deduct the cost from payments due Lessee, or terminate the Agreement. City will not execute the Agreement nor issue the NTP until the required bonds are submitted.

## **21. UTILITIES, TRENCHING AND EXCAVATION**

21.1 Lessee is responsible for promptly responding to line location requests. For underground service alerts for street lighting and traffic signal conduits, City's Service Center must be called at (408) 777-3269. Government Code Section 4215 requires Lessee to notify City and Utility in writing if it discovers utilities or utility facilities not identified in the Agreement.

21.2 Pursuant to Government Code Section 7104, Lessee must stop work, notify City in writing, and wait for instructions if one of the conditions below is found at the worksite. City will work with Lessee to amend the Agreement or issue a change order if the discovered conditions materially change the Work/Performance, Agreement Time or Agreement Price.

(a) Material believed to be hazardous waste under Health and Safety Code Section 25117, and which requires removal to a Class I, Class II, or Class III disposal site pursuant to law;

(b) Subsurface or latent physical conditions at the Project worksite differing from those indicated by information about the worksite made available to Lessee;

(c) Unknown physical conditions at the Project worksite of any unusual nature, materially different from those ordinarily encountered and from those generally recognized as inherent in the character of the Work.

21.3 For contracts \$25,000 or higher that require excavation or involve trenches five feet or more in depth, Lessee must submit a detailed plan for City approval, per Labor Code Section 6705 prior to commencing work. The plan must show the design of shoring, bracing, sloping and other provisions for worker protection from caving ground and other hazards. The protective system must comply with all Construction Safety Orders. If the plan varies from shoring system standards, it must be prepared by a registered civil or structural engineer.

## **22. URBAN RUNOFF MANAGEMENT**

22.1 All Work must fully comply with federal, state and local laws and regulations concerning storm water management. Lessee must avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, Lessee will use only the amount of water necessary to dampen the dust. Lessee will take all steps necessary to keep wash water out of the streets, gutters and storm drains. Prior to the start of the Work, Lessee will implement erosion and sediment controls to prevent pollution of storm drains, and must upgrade and maintain these controls based on weather conditions or as otherwise required by City. These controls must be in place during the entire Agreement Time and must be removed at the end of construction and completion of the Work. Such controls must include, but will not be limited to, the following requirements:

(a) Install storm drain inlet protection devices such as sand bag barriers, filter fabric fences, and block and gravel filters at all drain inlets impacted by construction. During the annual rainy season, October 15 through June 15, storm drain inlets impacted by construction work must be filter-protected from onsite de-watering activities and saw-cutting activities. Shovel or vacuum saw-cut slurry and remove from the Work site;

(b) Cover exposed piles of soil or construction material with plastic sheeting. Store all construction materials in containers;

(c) Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain and at the end of each work day. When the Work is completed, wash the streets, collect and dispose of the wash water offsite in lawful manner;

(d) After breaking old pavement, remove debris to avoid contact with rainfall/runoff;

(e) Maintain a clean work area by removing trash, litter, and debris at the end of each work day and when Work is completed. Clean up any leaks, drips, and other spills as they occur.

22.2 These requirements must be used in conjunction with the California Stormwater Quality Association and California Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, and any other applicable documents on stormwater quality controls for construction. Lessee's failure to comply with this Section will result in the issuance of noncompliance notices, citations, Work stop orders and regulatory fines.

## **23. PROJECT COORDINATION**

City Project Manager. City assigns as the City representative for all purposes under this Agreement, with authority to require compliance with the Scope of Work. City may substitute Project Managers at any time and without prior notice to Lessee. Lessee Project Manager. Subject to City approval, Lessee assigns as its single representative for all purposes under this Agreement, with the responsibility to ensure progress with the Work. Lessee's Project Manager is responsible for coordinating and scheduling the Work and must regularly update the City Project Manager about the status and any delays with the Work, consistent with the Scope of Work. Any substitutions must be approved in writing by City.

## **24. Reserved.**

## **25. GOVERNING LAW, VENUE AND DISPUTE RESOLUTION**

This Agreement is governed by the laws of State of California without reference to its conflict of laws principles. Venue for any legal action shall be the United States District Court for the Northern District of California or the Superior Court of the County of Santa Clara, California. The dispute resolution procedures of Public Agreement Code Section 20104, incorporated here by reference, apply to this Agreement and Lessee is required to continue the Work pending resolution of any dispute. Prior to filing a lawsuit, Lessee must comply with the claim filing requirements of the California Government Code. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

## **26. ATTORNEY FEES**

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

## **27. SIGNS/ADVERTISEMENT**



No signs may be displayed on or about City's property, except signage, which is required by law or by the Agreement, without City's prior written approval as to size, design and location.

## **28. THIRD PARTY BENEFICIARIES**

There are no intended third party beneficiaries of this Agreement.

## **29. WAIVER**

Neither acceptance of the Work nor payment thereof shall constitute a waiver of any Agreement provision. City waiver of any breach shall not constitute waiver of another provision or breach.

## **30. WARRANTY**

Lessee warrants that materials and equipment used will be new, of good quality, and free from defective workmanship and materials, and that the Work will be free from material defects not intrinsic in the design or materials. All Work, materials and equipment should pass to City free of claims, liens or encumbrances. Lessee warrants the Work and materials for one year from the date of City's acceptance of the Work as complete ("Warranty Period"), except when a longer guarantee is provided by a supplier, manufacturer or is required by this Agreement. During the Warranty Period, Lessee will repair or replace any Work defects or materials, including damage that arises from Lessee's Warranty Work, except any wear and tear or damage resulting from improper use or maintenance.

## **31. ENTIRE AGREEMENT**

This Agreement and the attachments, documents, and statutes attached, referenced, or expressly incorporated herein, including authorized amendments or change orders constitute the final and complete Agreement between City and Lessee with respect to the Work and the Project. No oral Agreement or implied covenant will be enforceable against City. If any attachment or incorporated provisions conflict or are inconsistent with the terms of this Agreement, the Agreement terms will control.

## **32. SEVERABILITY/PARTIAL INVALIDITY**

If a court finds any term or provision of this Agreement to be illegal, invalid or unenforceable, the legal portion of said provision and all other Agreement provisions will remain in full force and effect.

## **33. SURVIVAL**

The Agreement provisions which by their nature should survive the Agreement or Completion of Project, including without limitation all warranties, indemnities, payment obligations, insurance and bonds, shall remain in full force and effect after the Work is completed or Agreement ends.

## **34. INSERTED PROVISIONS**

Each provision and clause required by law to be inserted in this Agreement will be deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions.

**35. CAPTIONS**

The captions, titles, and headings in this Agreement are for convenience only and may not be used in the construction or interpretation of the Agreement or for any other purpose.

**36. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which is an original and all of which taken together shall form one single document.

**37. NOTICES**

All notices, requests, and approvals must be sent in writing to the persons below and will be considered effective on the date of personal delivery, the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino:  
10300 Torre Avenue, Cupertino CA 95014  
Attention: \_\_\_\_\_  
Copy to: \_\_\_\_\_ Email: \_\_\_\_\_

To Lessee: CROWN CASTLE NG WEST LLC  
C/o Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317-8564  
Attention: Ken Simon, General Counsel  
Telephone: (724) 416-2000

Copy to: CROWN CASTLE NG WEST LLC  
C/o Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317-8564  
Attention: Small Cell Contracts Administration  
Telephone: (724) 416-2000

**38. VALIDITY OF AGREEMENT**

This Agreement is valid and enforceable only if (a) it complies with the purchasing and Agreement provisions of Cupertino Municipal Code Chapters 3.22 and 3.23, (b) is signed by the City Manager or an authorized designee, and (c) is approved for form by the City Attorney’s Office.

**39. EXECUTION**

The persons signing below warrant they have the authority to enter into this Agreement and to legally bind their respective Parties. If Lessee is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code Section 313.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Execution Date first above written.

**LESSEE**

By: \_\_\_\_\_

Title:

Signature Date:

**CITY OF CUPERTINO**

By: \_\_\_\_\_

Title:

Signature Date

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Heather Minner

Cupertino City Attorney

**ATTEST:**

By: \_\_\_\_\_

GRACE SCHMIDT

City Clerk

**Attachment 1 – Description of Conduits**

**1. Conduit 1:**

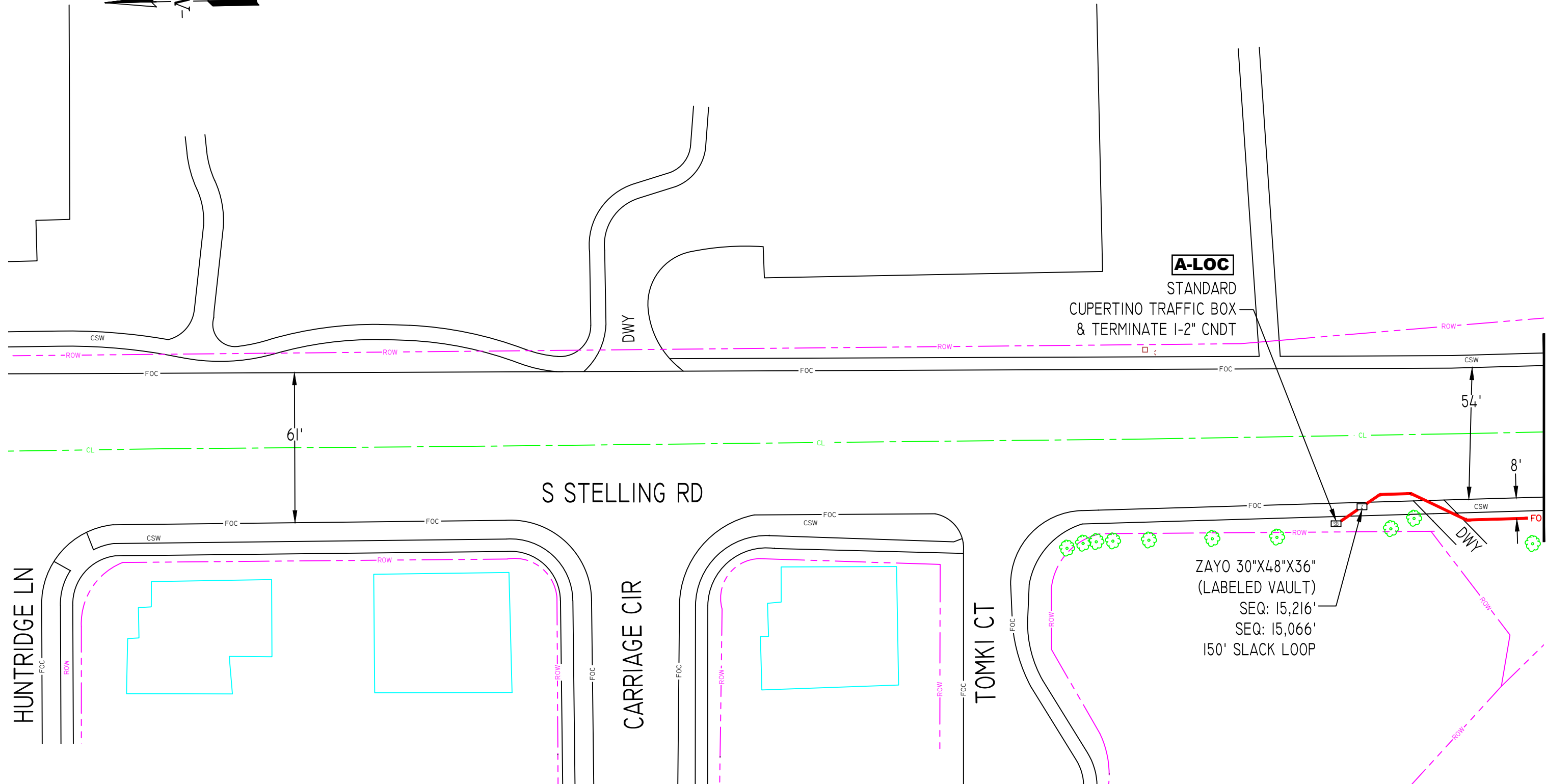
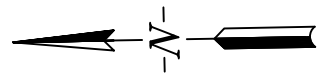
Conduit 1: 700 feet total:

A-LOC – As shown on Sheet 1.

Z-LOC – As shown on Sheet 2.

[Attach plans/map]

# ATTACHMENT 1



HUNTRIDGE LN

S STELLING RD

CARRIAGE CIR

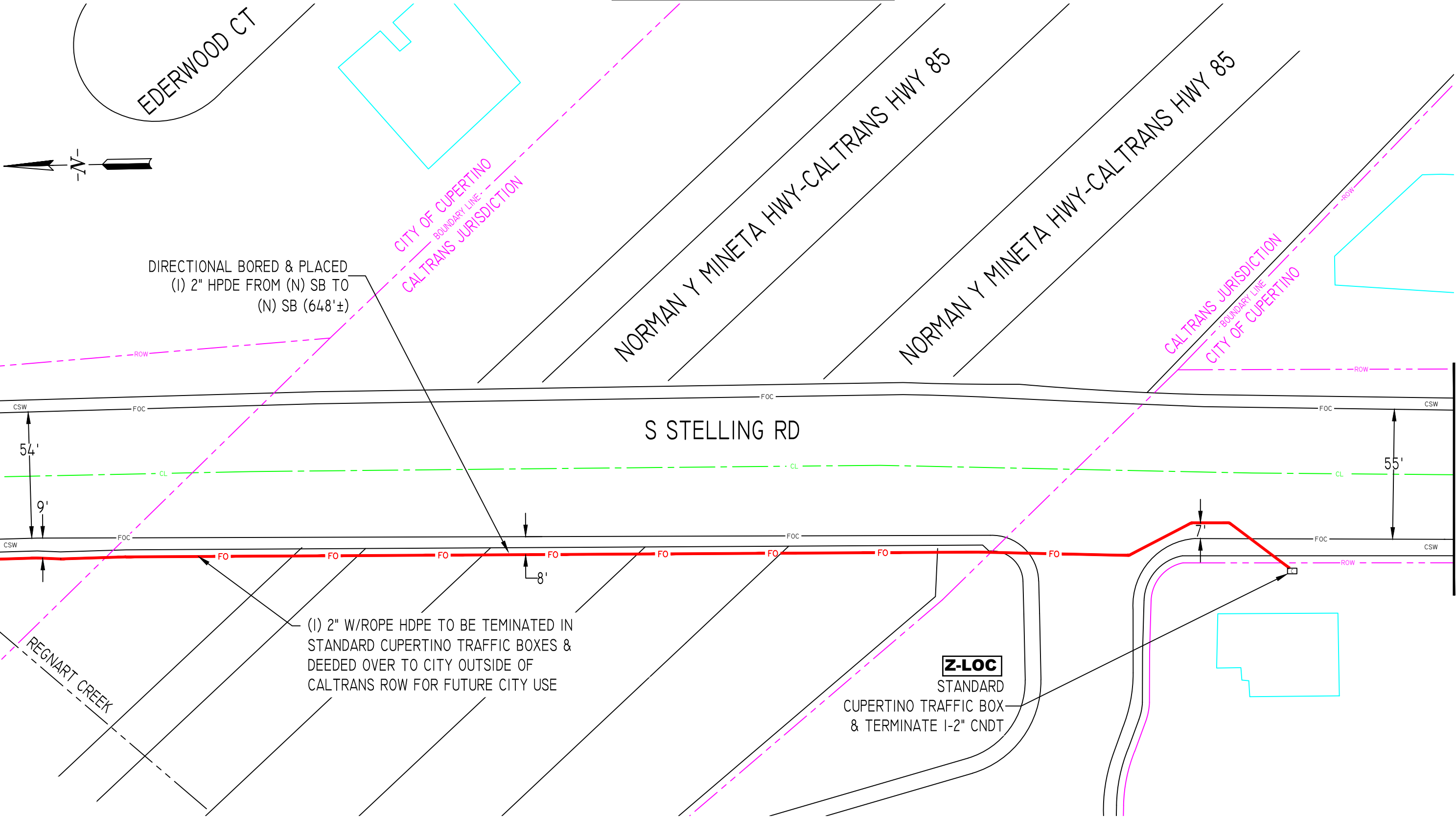
TOMKI CT

ZAYO 30"X48"X36"  
(LABELED VAULT)  
SEQ: 15,216'  
SEQ: 15,066'  
150' SLACK LOOP

SEE SHEET 2

SHEET 1

# ATTACHMENT 1



DIRECTIONAL BORED & PLACED  
(1) 2" HPDE FROM (N) SB TO  
(N) SB (648'±)

(1) 2" W/ROPE HDPE TO BE TEMINATED IN  
STANDARD CUPERTINO TRAFFIC BOXES &  
DEEDED OVER TO CITY OUTSIDE OF  
CALTRANS ROW FOR FUTURE CITY USE

**Z-LOC**  
STANDARD  
CUPERTINO TRAFFIC BOX  
& TERMINATE 1-2" CNDT

SEE SHEET 1

SHEET 2