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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of NextG Networks of California,
Inc. (U6745C) for Authority to Engage in
Ground-disturbing Outside Plant Construction

Application 09-03-007
(Filed March 3, 2009)

City of Huntington Beach,

Case No. 08-04-037
(Filed April 23, 2008)

Complainant,

vs.

NextG Networks of California, Inc. (U6745C),

Defendant.

**AMENDMENT TO JOINT MOTION OF CROWN CASTLE NG WEST LLC F/K/A
NEXTG NETWORKS OF CALIFORNIA, INC. (U6745C) AND CITY OF HUNTINGTON
BEACH FOR APPROVAL OF SETTLEMENT AGREEMENT (APPENDIX A
ATTACHED)**

Pursuant to 1.12 of the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission”), Crown Castle NG West LLC formerly known as NextG Networks of California, Inc. (U6745C) (“Crown Castle”) and the City of Huntington Beach (“City,” and collectively, the “Parties” or “Settling Parties”) hereby files an amendment to the Joint Motion of Crown Castle NG West LLC f/k/a NextG Networks of California, Inc. (U6745C) and City of Huntington Beach for Approval of Settlement Agreement filed with the Commission on

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December 3, 2014. The motion is being amended because the Settlement Agreement attached hereto as Appendix A was inadvertently omitted from the filing.

Respectfully submitted,

By: /s/
Suzanne Toller
Davis Wright Tremaine LLP
505 Montgomery Street, Suite 800
San Francisco, CA 94111-6533
Telephone: (415) 276-6500
Facsimile: (415) 276-6599
E-mail: suzannetoller@dwt.com
E-mail: melissaslawson@dwt.com

Attorneys for Crown Castle NG West LLC

By: /s/
 Scott Field, Assistant City Attorney
 Office of the City Attorney
 2000 Main Street
 Huntington Beach, CA 92648
 Telephone: (714) 536-5555
 Facsimile (714) 374-1590
 Email: sfield@surfcity-hb.org

Attorneys for City of Huntington Beach

Dated: February 6, 2015

APPENDIX A

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is made and entered into by and between CROWN CASTLE NG WEST LLC (“Crown Castle”), formerly known as NEXTG NETWORKS OF CALIFORNIA, INC. (“NextG”) and the CITY OF HUNTINGTON BEACH (“City”). Crown Castle and City are individually referred to as a “Party” and collectively as the “Parties.” This Agreement is entered into on September 2, 2014 pursuant to the following terms and conditions:

RECITALS

- A. Crown Castle seeks to install a Distributed Antenna System (“DAS”) network in the public right-of-way of the City. A DAS network consists of the installation of antennas, equipment, and fiber-optic cable. The collection of equipment and an antenna on a given pole is known as a “node.” The term “equipment” means certain electronic equipment, which may be enclosed in a “shroud,” an electric power cut off switch and an electric power meter (which are required by the electric utility). The “equipment” also includes certain wires, conduit and associated pieces of small equipment used in connecting the electronics, cut off switch, and power meter to each other, to the associated antenna on the pole, and to the fiber optic lines that connect the nodes to the central hub location. The nodes in a DAS network are connected to a central hub location by way of fiber-optic cables.

- B. Chapter 17.64 of the City Municipal Code (the “Undergrounding Ordinance”) regulates installation of utilities in the public right-of-way, including when facilities must be installed underground.
- C. Section 230.96 of the City's Zoning and Subdivision Ordinance (the “Wireless Ordinance”) regulates the deployment of wireless communications equipment in the City including DAS networks.
- D. On November 12, 2007, Crown Castle (at that time known as NextG) submitted an application to the California Public Utilities Commission’s (“Commission”) Energy Division to install a DAS network in Huntington Beach (the “Project”). The Project included fifteen (15) nodes, all to be installed in the public right-of-way. Twelve (12) of the nodes, designated HB 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 13 and 15, would be installed on existing utility poles; three (3) of the nodes, designated HB 8, 12 and 14, would be placed on three new poles. The nodes were to be connected through a combination of primarily aerial fiber-optic cable and some underground conduit and fiber-optic cable. To the extent that NextG proposed to install fiber optic lines aerially, it proposed to do so on existing utility poles in the public right-of-way that were already occupied by other aerial telecommunications lines. The design of the Project is depicted on Figures 1-3, 1-4, 1-5, 1-6, 1-7 and 1-8, all attached as Exhibit 1.
- E. On December 27, 2007, NextG filed *NextG Networks of California, Inc. v. City of Huntington Beach* (C.D. Cal.) Case No. SACV 07–1471 (the “Federal Court Action”). Pursuant to injunctions issued against the City in the *Federal Court Action*, on May 14, 2008, the City issued encroachment permits authorizing

NextG to install the nodes at HB 1, 2, 3, 4, 5, 6, 9 and 15. In addition, aerial fiber-optic lines connecting HB 1, 2, 3, 4, 5, 6, and 9 were permitted, but the node at HB 15 was not connected to the rest of the Project through fiber-optic cables. No further work has been performed on the Project since these cables and nodes were completed on or about September 27, 2008.

- F. The City appealed the injunctions in the *Federal Court Action*. The Ninth Circuit vacated the injunctions in September 2008 and remanded the case to the District Court for further proceedings. In February 2009, the District Court granted the City's motion for judgment on the pleadings. The District Court did not order the removal of the portion of the Project installed pursuant to the injunctions, but directed NextG to either apply to the City for approval of its Project or seek relief in State court.
- G. On March 6, 2009, NextG filed *NextG Networks of California, Inc. v. City of Huntington Beach*, Orange County Superior Court Case No. 30-2009-00119646 (the "*State Court Action*").
- H. On March 14, 2008, the Energy Division of the Commission approved the Project. The City filed Commission Complaint No. C.08-04-037 with the Commission on April 23, 2008 challenging the Project approval.
- I. Pursuant to a Stipulation between the Parties, on March 3, 2009, NextG filed Application No. A.09-33-007 along with Proponents Environmental Assessment ("PEA") with the Commission, seeking approval of NextG's environmental assessment and the Project. The Commission consolidated NextG's Application No. A.09-33-007 with the City's Complaint No. C.08-04-037.

- J. On October 14, 2010, the Commission issued its Decision in the consolidated proceeding through D.10-10-007. In November 2010, the City applied for rehearing of D.10-10-007. The Commission then issued D.11-01-027. The City then sought appellate review of the Commission Decisions in D.10-10-007 and D.11-01-027. The City's appeal was resolved in *City of Huntington Beach v. Public Utilities Commission of the State of California* (2013) 214 Cal.App.4th 566.
- K. On October 2, 2013, Crown Castle filed a Petition with the Commission to re-open A.09-03-007.
- L. At the Prehearing Conference on the Petition, the Administrative Law Judge referred Crown Castle's Petition to Alternative Dispute Resolution, and assigned the Honorable Kimberly Kim as a neutral Administrative Law Judge to mediate the settlement discussions. The Parties attended multiple mediation conferences with ALJ Kim. The Parties agree that this Agreement must be considered and approved by the Commission at a formal hearing pursuant to Commission Rule 12.5.

AGREEMENT

For and in consideration of the commitments made herein, the City and Crown Castle agree as follows:

1. HB 8, 12 and 14. The Parties agree that HB 8, 12 and 14 with their proposed new poles and related fiber optic lines are withdrawn from the Project and will not be constructed.
2. HB 1, 2, 3, 4, 5, 6 and 9. HB 1, 2, 3, 4, 5, 6, and 9 were installed in 2009 under the since reversed *Federal Court Action* injunctions. Pursuant to this Agreement, the City

consents to the Commission preempting application of the City Undergrounding and Wireless Ordinances to these seven (7) nodes and connecting aerial fiber-optic lines as part of the Commission's approval of this Agreement. The City agrees that HB 1-6 and 9, and their aerial fiber-optic cable may remain in place as-is, with the exception that within one hundred twenty (120) days of approval of this Agreement by the Commission, Crown Castle shall paint the equipment dark brown for each of the seven (7) nodes as shown in the photo simulation attached as Exhibit 2 to better match the poles to reduce their visibility. The City also agrees to permit NextG to switch out the existing antennas at those nodes with KMW omni antennas, as depicted in the photo simulation attached as Exhibit 3.

3. HB 15. HB 15 also was installed in 2009 under the since reversed *Federal Court Action* injunctions, but without any connecting fiber-optic cable. Pursuant to this Agreement, the City consents to the Commission preempting the application to HB 15 of the Wireless Ordinance, and the requirement of the Undergrounding Ordinance that the node and fiber-optic lines supporting HB 15 be undergrounded, provided that Crown Castle performs the following:

- a. The aerial fiber-optic line depicted in Figures 1-7 and 1-8 of Exhibit 1 running on Alabama Street, Atlanta Avenue and Newland Street shall be re-routed and undergrounded as follows:
 - i. The fiber-optic cable near the intersection of Alabama and Atlanta shall be re-routed through the alleys between Baltimore and Atlanta Avenues and installed aerially. Further, the fiber optic cable beginning at the alley immediately north of Atlanta, running along Atlanta to the east side of Huntington Street shall be undergrounded, all as depicted in Exhibit 4.

- ii. The aerial fiber-optic line on Atlanta Avenue depicted in Figures 1-7 and 1-8 of Exhibit 1 shall be undergrounded at the Beach Boulevard crossing in compliance with all applicable State Department of Transportation (“CalTrans”) and City Public Works Department Standards.
 - iii. The aerial fiber-optic line on Newland Street depicted in Figure 1-8 of Exhibit 1 shall be undergrounded from slightly north of Hamilton Avenue to Pacific Coast Highway, following the other undergrounded utilities in Newland Street, and in compliance with all applicable CalTrans and City Public Works Department Standards.
- b. Within one hundred twenty (120) days of approval of this Agreement by the Commission, Crown Castle will paint the equipment associated with HB 15 as shown in the photo simulation attached at Exhibit 2 to reduce its visibility. The City further agrees that Crown Castle may replace the existing antenna on HB 15 with a KMW omni antenna as depicted in photo simulation B attached at Exhibit 3.
4. Fiber-Optic Cables to HB 7, 10, 11 and 13. Crown Castle may install aerial fiber-optic lines to connect the nodes at HB 7, 10, 11 and 13. Pursuant to this Agreement, the City consents to the Commission preempting application of the Undergrounding Ordinance to the nodes and fiber-optic lines of HB 7, 10, 11 and 13.
5. Crown Castle Shall Apply for a CUP for HB 7, 10, 11, and 13.
- A. Crown Castle shall apply to the City for a CUP to install the nodes at HB 7, 10, 11, and 13 pursuant to the Wireless Ordinance. When submitting its CUP application, at a

minimum, Crown Castle shall incorporate the following modifications from the Project as depicted in Exhibit 1:

- i. Place the equipment for HB 7 and 10 in ground-mounted pedestals.
- ii. Relocate HB 11 from the corner of Pecan and Pecan as depicted in Figure 1-7 of Exhibit 1 to either the utility pole at the corner of the alley behind 501 Pecan Avenue or one of the poles in the alley behind 501 Pecan Avenue. Crown Castle will select one of these utility poles based upon consultation with Southern California Edison. In its CUP application, Crown Castle may propose to raise the height of the existing utility poles by not more than 10 feet, or replace the selected pole with one no more than 10 feet higher than the existing pole. City Staff agrees to support before the Zoning Administrator and the City Council if necessary a proposal to increase the height of the chosen pole by up to 10 feet.
- iii. Relocate HB 13 from south of Pacific Coast Highway to an existing utility pole or replacement utility pole located north of Walnut Avenue. Crown Castle will use an existing utility pole or replacement utility pole in an alley outside of Coastal Zone within several (three) blocks of the corner of 12th and Walnut. The City acknowledges that alternative locations may require a taller pole up to 10 feet. In its CUP application, Crown Castle may propose to raise the height of the existing utility pole by not more than 10 feet, or replace the selected pole with one not more than 10 feet higher than the existing pole. City Staff agrees to support before the Zoning Administrator and the City Council if necessary a proposal to increase the height of the chosen pole by up to 10 feet.

B. As an accommodation for the settlement, the City will expedite the CUP procedure by eliminating design review and the intermediate appeal from the Zoning Administrator to the City Council through the City Planning Commission.

C. The Zoning Administrator initially will hear the CUP application at a noticed public hearing conducted within 120 days of Crown Castle submitting a single complete CUP application for all four sites. The Zoning Administrator will act to approve, conditionally approve, or deny the CUP.

D. Pursuant to the City Zoning Code, any person, including Crown Castle, may appeal the decision of the Zoning Administrator, except that such appeal will go directly to the City Council without an intermediate appeal hearing to the Planning Commission. The City Council will hear, at a noticed public hearing, and decide any such appeal within 60 days after the filing of an appeal from the decision of the Zoning Administrator.

6. Crown Castle Appeal to the California Public Utilities Commission.

A. The City consents to Crown Castle appealing the decision of the City Council on the CUP application for HB 7, 10, 11 and 13 to the Commission, provided the appeal is filed within thirty (30) days of the City Council's final action on the CUP. Crown Castle and the City mutually agree that the Commission has jurisdiction to consider and rule on the CUP appeal. Crown Castle and the City further agree to be bound by the decision of the Commission, and waive their respective rights to seek judicial appellate review.

B. For purposes of this single CUP regarding HB 7, 10, 11 and 13, the Parties agree that the Commission has jurisdiction to preempt any condition the City Council might impose on the CUP or the denial of the CUP as to one or more of the nodes pursuant to and subject to the standards set forth in the Commission's Decision in D.98-10-058, or because the City Council's

action is arbitrary and capricious. The City further agrees that the 2008 Stipulation or 2009 Scoping Memo in the consolidated Commission No. A.09-33-007 and No. C.08-04-037 proceeding are not a barrier to Commission preemption or its consideration of the appeal. The City and Crown Castle mutually agree that the Commission appeal is agreed to solely for the purpose of resolving the *State Court Action* and the re-opening of Commission Application A.09-33-007, and is not precedent in any future proceedings regarding City enforcement of the Wireless Ordinance or the Undergrounding Ordinance.

C. Consistent with the environmental review process the Commission established in D.07-04-045, after the CUP application is filed, Crown Castle will file a Notice of Proposed Construction (“NPC”) with the Energy Division at the Commission, detailing the various Project modifications required pursuant to this Agreement, and asserting that they are exempt from CEQA. Construction on the Project will not commence until the Commission has issued a Notice to Proceed (“NTP”) and the appropriate permits have been issued by the City. The City agrees not to challenge the use of the NPC/NTP process or the Commission’s environmental determination, provided that the Energy Division does not alter the Project as modified pursuant to this Agreement.

7. Construction of the Project.

A. Once the CUP approval procedure is completed for HB 7, 10, 11, and 13, Crown Castle may apply to the City Public Works Department for an encroachment permit to construct the nodes and fiber-optic cable for HB 7, 10, 11 and 13 pursuant to the City Municipal Code, including but not limited to, Chapters 12.13, 12.20 and 12.38, to the extent applicable.

B. Any time after the Commission approves this Agreement, Crown Castle may apply to the City Public Works Department for an encroachment permit to construct the fiber-

optic cables to connect to the node at HB 15 pursuant to the City Municipal Code, including but not limited to, Chapters 12.13, 12.20 and 12.38, to the extent applicable.

8. Remove Or Relocate Facilities. Crown Castle agrees that the Project, and any future facilities Crown Castle seeks to install in the City shall be subject to the following removal and relocation obligations:

- a. City shall have the right for itself to lay, construct, erect, install, use, operate, repair, replace, remove, relocate or maintain below surface or above surface improvements of any type or description in, upon, along, across, under or over the streets of the City.
- b. The City shall have the right to change the grade, width or location of any street, or improve any street in any manner, including but not limited to the laying of any sewer, storm drain, drainage facility, or construct and install any pedestrian tunnel, traffic signal, street lighting facility or other public improvement, however, that nothing herein is intended to expand or limit the duty of Crown Castle to relocate at its expense under the common law applicable to a telephone corporation. If such work shall require a change in the position or location of any Crown Castle's nodes or fiber-optic cable, Crown Castle, at its sole expense, within ninety (90) days after written notice from the Public Works Director, shall commence the work of doing any and all things to effect such change in position or location in conformity with the Public Works Director's written instructions. Crown Castle shall proceed promptly to complete such required work.

- c. Crown Castle shall comply with any lawful future undergrounding district or project. Should a lawful undergrounding district or project require that an existing utility pole supporting a node be removed and existing aerial lines undergrounded, Crown Castle may apply for replacement antenna and node location(s), however, the City is under no obligation to grant the application.
- d. Irrespective of any other provision of this Agreement, Crown Castle's right to construct, maintain, and use the public right-of-way shall be subject at all times to the right of the City, in the exercise of its police power, to require the removal or relocation of Crown Castle's facilities at the sole cost and expense of Crown Castle, except as the law may otherwise provide.
- e. In the event the use of the fiber optic lines installed as part of the Project is discontinued, Crown Castle shall promptly notify the Public Works Director of any material discontinuance and remove from the street all such discontinued property, unless the Public Works Director permits such property to be abandoned in place in accordance with the requirements of the Public Works Director (subject to applicable requirements of the Commission). After abandonment, at the option of City, Crown Castle shall submit to the Public Works Director, an instrument, reasonably approved by the City and Crown Castle, transferring to the City the ownership of such property. The discontinuance of use or abandonment of any of Crown Castle's nodes shall be governed by Section 230.96 of the City Zoning Code.

9. Overlashing. Crown Castle shall permit third parties to overlash to Crown Castle's aerial lines on just, reasonable and non-discriminatory terms under applicable law.

Potential overreaching parties may challenge the terms and conditions that Crown Castle proposes in any state or federal court or venue of competent jurisdiction, including before the Commission.

10. Commission Approval of the Settlement Agreement. The Parties will file a joint motion for approval of this Agreement pursuant to Rule 12, including the non-precedent provision of Rule 12.5, which reads:

“Commission adoption of a settlement is binding on all Parties to the proceeding in which the settlement is proposed. Unless the Commission expressly provides otherwise, such adoption does not constitute approval of, or precedent regarding, any principle or issue in the proceeding or in any future proceeding.”

As part of the motion for approval, the Parties will specifically request that the Commission’s order approving this Agreement include a specific finding that the Commission has the requisite jurisdiction to and is willing to consider and rule on the CUP appeal as set forth in Paragraph 5 above. The Parties shall jointly support this Agreement before the Commission.

11. Crown Castle Compliance with City Wireless and Undergrounding Ordinance Through December 31, 2019.

A. Crown Castle agrees not to challenge the validity of the City’s Undergrounding Ordinance or Wireless Ordinance in place as of the date of this Agreement, in Court or at the Commission, through December 31, 2019. During this time, Crown Castle may propose and apply for additional projects installing antennas on existing utility poles, provided that it obtains a CUP, as required by the City’s Wireless

Ordinance. Crown Castle agrees that the City's current Undergrounding Ordinance requires undergrounding of fiber-optic cables and equipment. While this Agreement does not prevent Crown Castle from seeking a variance or otherwise requesting to install such equipment above ground, absent such a variance or exemption, Crown Castle shall install the fiber-optic lines and equipment underground.

B. If the City denies a CUP for an individual project, Crown Castle may challenge the denial in any court or venue of competent jurisdiction. Crown Castle's challenge of the denial of an individual project shall not be based on the validity of the Undergrounding or Wireless Ordinances on their face. Crown Castle agrees not to seek preemption of a denial of a specific application for a CUP through the Commission.

C. Crown Castle further understands that the City has allowed other telephone corporations and communications providers to overlash fiber optic lines to existing lines installed on utility poles in the public right-of-way. Without conceding the status of that action, Crown Castle agrees that through December 31, 2019, unless the City adopts a new Wireless Ordinance or Undergrounding Ordinance, or amends the Wireless Ordinance or Undergrounding Ordinance in effect at the time of this Settlement, it will not argue that by allowing other telephone corporations or telecommunications providers to overlash fiber optic lines to existing aerial lines the City has failed to treat Crown Castle in an equivalent manner in violation of the Public Utilities Code. At the same time, the City agrees to allow Crown Castle to overlash fiber optic lines aerially on existing third party lines attached to existing utility poles in the public right-of-way.

D. In Subsections A, B, and C above, Crown Castle has agreed not to make certain legal claims through December 31, 2019 unless the City "amends" the Wireless or

Undergrounding Ordinances before December 31, 2019. Should the City amend either Ordinance in a manner that does not relate to or has no impact on use of the public right-of-way, or in a fashion immaterial to any Crown Castle project, then the waiver remains in effect through December 31, 2019.

12. Waiver of Claims. In the event that the Commission approves this Settlement Agreement, then the Parties agree to a full release of their claims, as set forth below:

a. Except for the obligations of the Parties as set forth in this Agreement, in consideration of the recitals, covenants and agreements set forth in this Agreement, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, each Party to this Agreement hereby irrevocably and unconditionally mutually releases and forever discharges each other and each of their respective trusts, trustees, successors, assigns, executors and administrators, agents, employees, representatives, attorneys, principals, affiliates, and all persons acting by, through, under or in concert with any of them, or any of them, of and from any and all claims, demands, actions, causes of action, suits, liens, debts, obligations, promises, agreements, costs, damages, liabilities, and judgments of any kind, nature, or amount whether in law or equity, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, including any and all claimed or unclaimed compensatory damages, consequential damages, interest, costs, expenses and fees (including reasonable or actual attorneys' fees), arising from or related to the events as described in the *State Court Action*, Commission Complaint C.08-04-037, and Commission Application A.90-33-007.

b. To effect a full and complete release as described above, the Parties expressly waive and relinquish all rights and benefits afforded to them by Section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Thus, notwithstanding the provisions of Civil Code Section 1542, and for the purpose of implementing a full and complete release and discharge of the Parties, the Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims which they do not know or suspect to exist in their favor at the time of execution hereof, and this Agreement contemplates the extinguishment of any such claims. The Parties warrant that they have each read this Agreement, including this waiver of California Civil Code Section 1542, and that they understand the Agreement and the Section 1542 waiver, and so freely and knowingly enter into this Agreement. The Parties each acknowledge that it may hereafter discover facts different from or in addition to those it knows or now believes to be true with respect to the matters released or described in this Agreement, and they agree that the releases and agreements notwithstanding any later discovery of any such different or additional facts. The Parties each hereby

assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies described herein or with regard to any facts which are now unknown to them relating thereto.

c. The Parties agree that after full execution by the Parties and Commission approval of this Agreement, Crown Castle shall dismiss the *State Court Action* with prejudice, and both Parties agree to waive any claims for attorney fees or costs. The City and Crown Castle further agree that after full execution by the Parties and Commission approval of this Agreement, the Parties shall dismiss with prejudice Complaint C.08-04-037 and Commission Application A.09-33-007, provided that Crown Castle may petition the Commission to re-open A.09-03-007 in order to appeal the City decision on the CUP described at Section 5.

d. Each Party shall each bear its own costs and expenses, including attorneys' fees, including those incurred in connection with the *State Court Action*, Commission Complaint C.08-04-037, and Commission Application A.09-33-007 or the negotiation and execution of this Agreement.

13. No Admission of Liability. This Agreement is intended to be a compromise of disputed claims by all Parties. Nothing in this Agreement shall be construed to be an admission of liability by any Party with respect to any of the issues raised in any of the proceedings specified in this Agreement.

14. Agreement Binding on Related Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, officers, directors, principals, employees, subsidiaries, parent entities, affiliated agents and corporations, attorneys, and representatives.

15. Governing Law. This Agreement shall be construed in accordance with, and all disputes governed by, the laws of the State of California, except as specifically provided for in this Agreement.

16. Construction of this Agreement. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applied to the interpretation of this Agreement.

17. Amendment or Breach of Agreement. No breach of any provision of this Agreement can be waived unless it is in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by all of the Parties.

18. Entirety. This Agreement, and the attached exhibits, contains the entire agreement between the Parties respecting the subject matter of this Agreement and supersedes all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

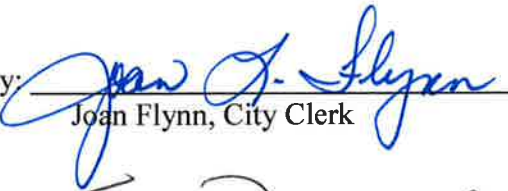
19. Counterpart Signatures. This Agreement may be executed in counterparts. Facsimile signatures shall be deemed to be as effective as originals for the purposes of this stipulation.

Dated: September 22, 2014

CITY OF HUNTINGTON BEACH

By: 
MATHEW M. HARPER, MAYOR

Dated: September 22, 2014

By: 
Joan Flynn, City Clerk

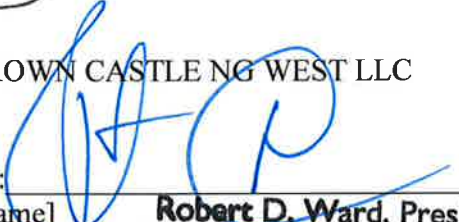
Approved as to Form:

Dated: ~~August~~ Sept. 10, 2014

By: 
JENNIFER MCGRATH, City Attorney

Dated: ~~September~~ August 28, 2014

CROWN CASTLE NG WEST LLC

By: 
[Name] Robert D. Ward, President
[Title] Small Cell Networks

Approved as to Form:

Dated: August 28, 2014

DAVIS WRIGHT TREMAINE LLP

By: 
T. SCOTT THOMPSON, ESQ.

EXHIBIT 1



DUDEK

6377-01
FEBRUARY 2010

SOURCE: DigitalGlobe 2008

NextG Networks Huntington Beach DAS Project

FIGURE 1-3
Huntington Beach DAS Project

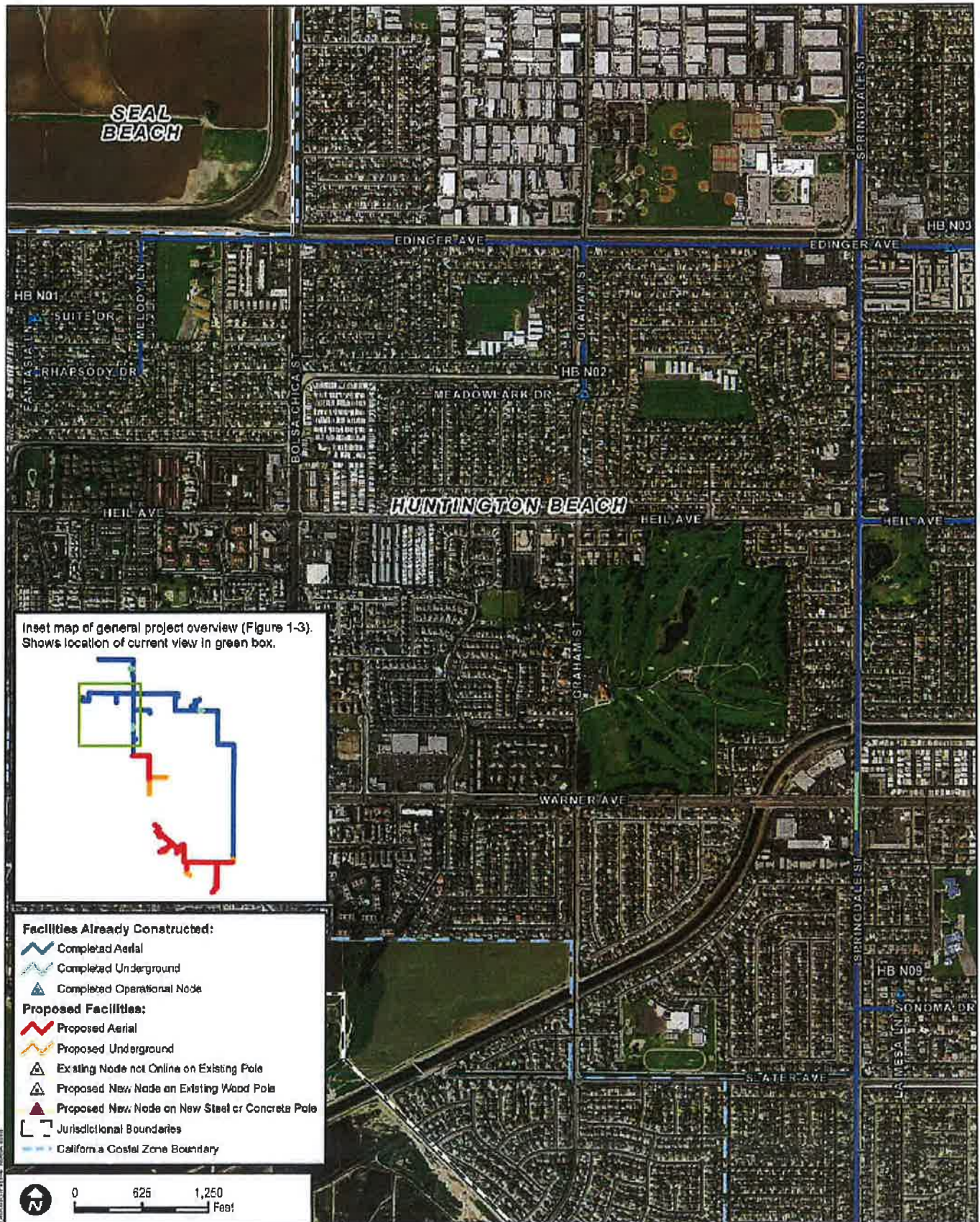


Figure 1-4
Huntington Beach DAS Project - Detail Map A

NextG Networks Huntington Beach DAS Project

HB691

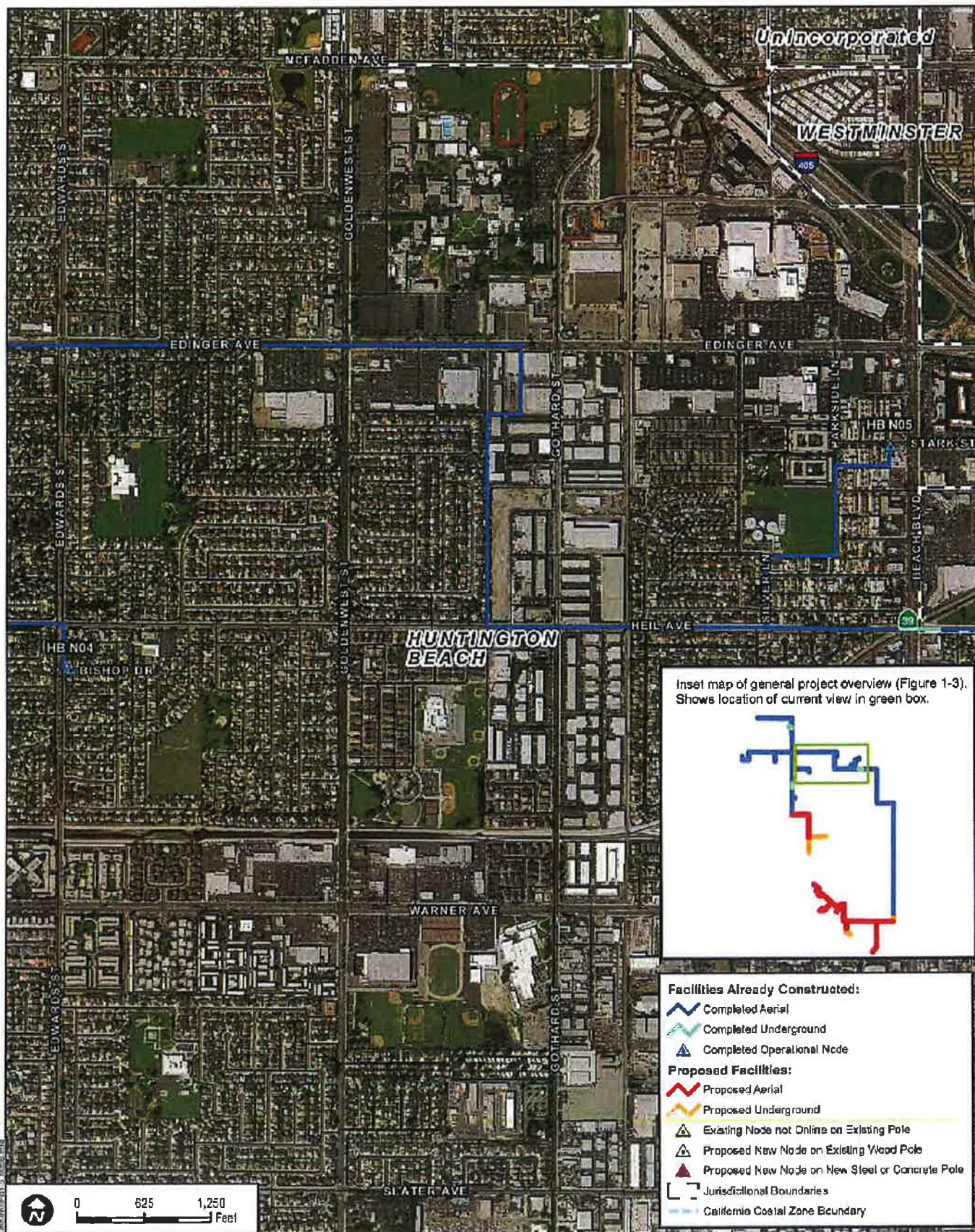
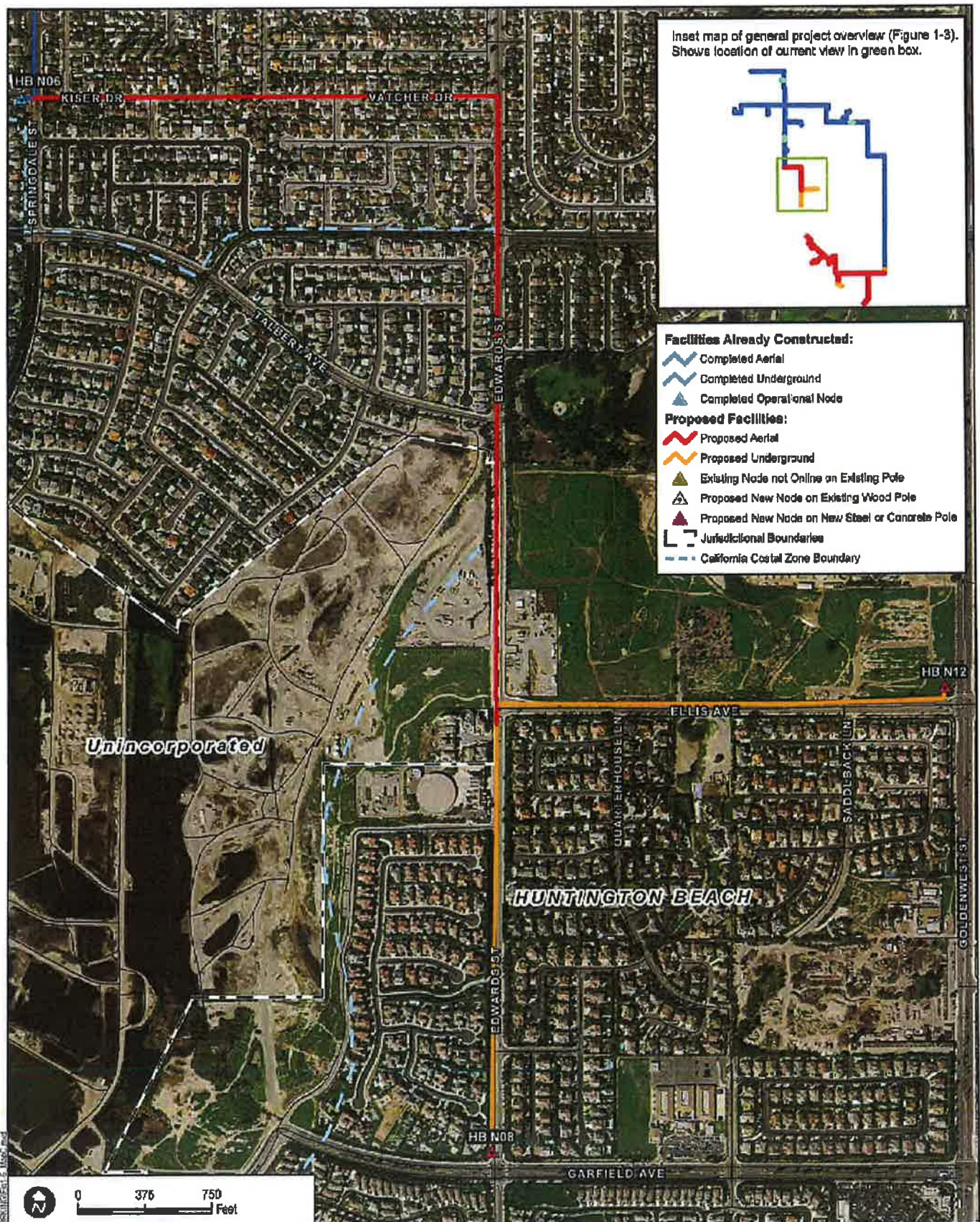


Figure 1-5
Huntington Beach DAS Project - Detail Map B



DUDEK

6377-01
FEBRUARY 2010

SOURCE: DigitalGlobe 2006

NextG Networks Huntington Beach DAS Project

**Figure 1-6
Huntington Beach DAS Project - Detail Map C**

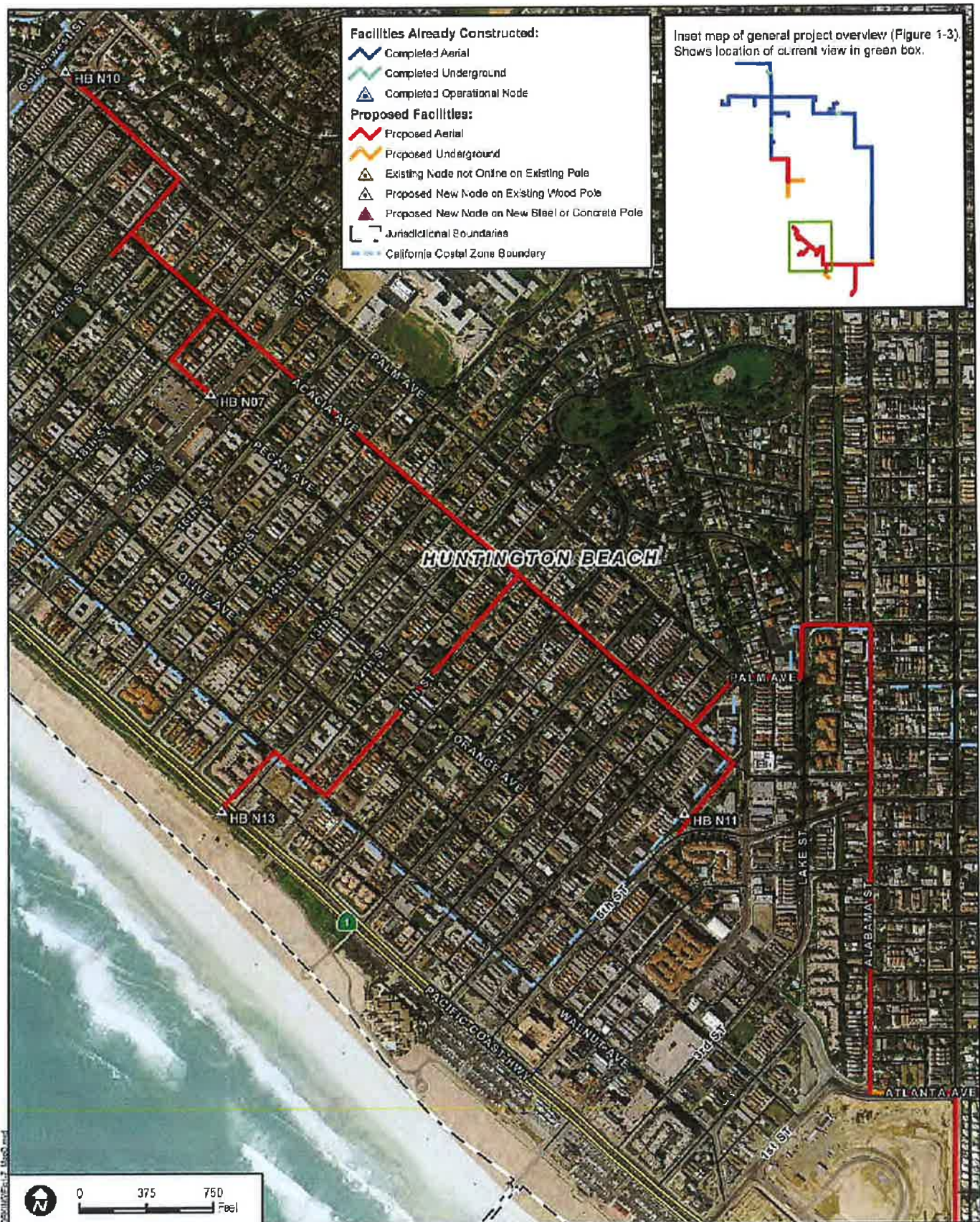


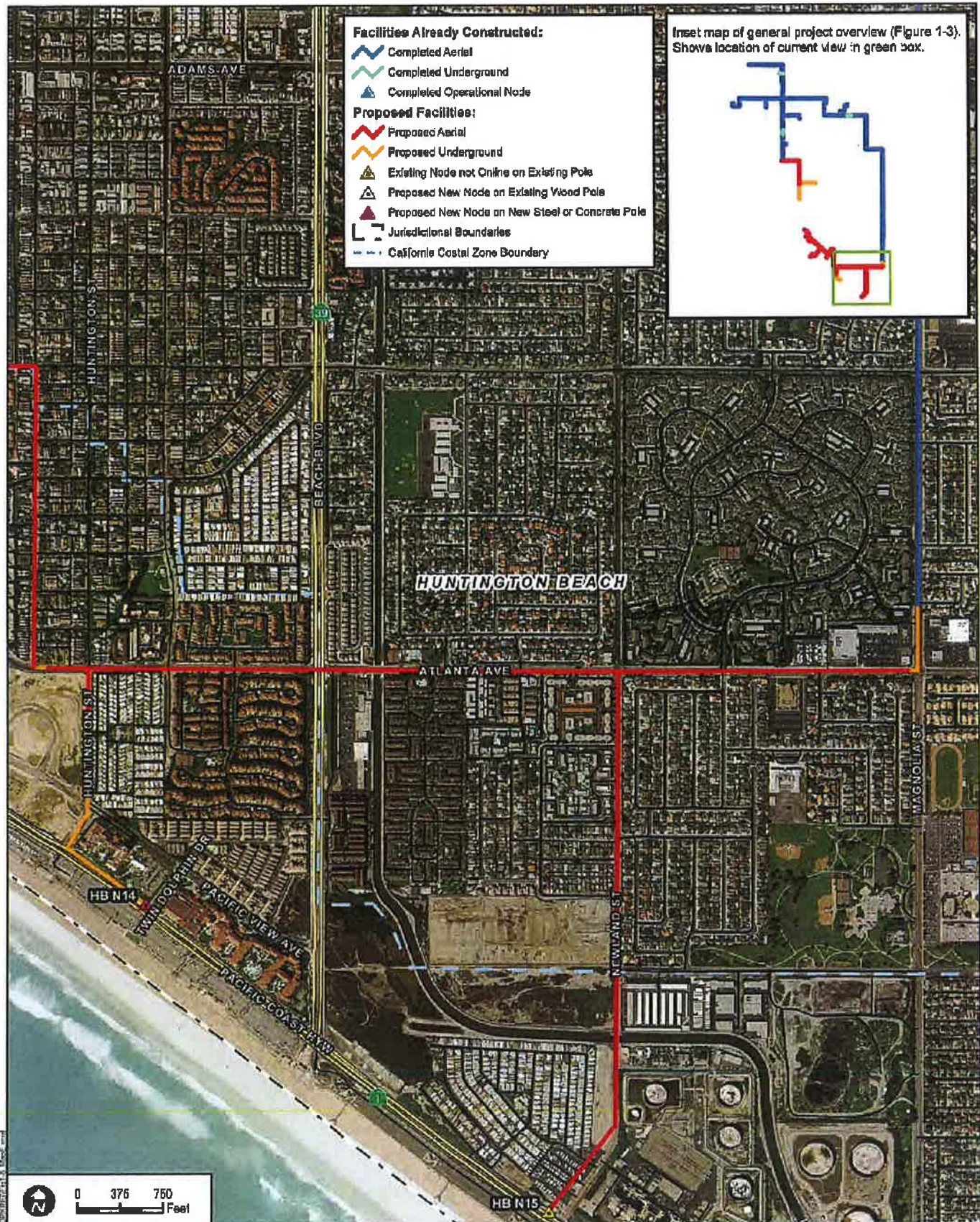
Figure 1-7
Huntington Beach DAS Project - Detail Map D

DUDEK

6377-01
FEBRUARY 2010

SD, RCE: 09/24/2006

NextG Networks Huntington Beach DAS Project



DUDEK

SOURCE: Digitized 2006

6377-01
FEBRUARY 2010

NextG Networks Huntington Beach DAS Project

**Figure 1-8
Huntington Beach DAS Project - Detail Map E**

HB699

EXHIBIT 2

HBN05 (Standard Configuration w/ Paint to Match)
ROW adjacent to 7942 Stark Avenue (West of Beach Blvd)
DAS Node on Existing Wood Utility Pole
Huntington Beach, CA

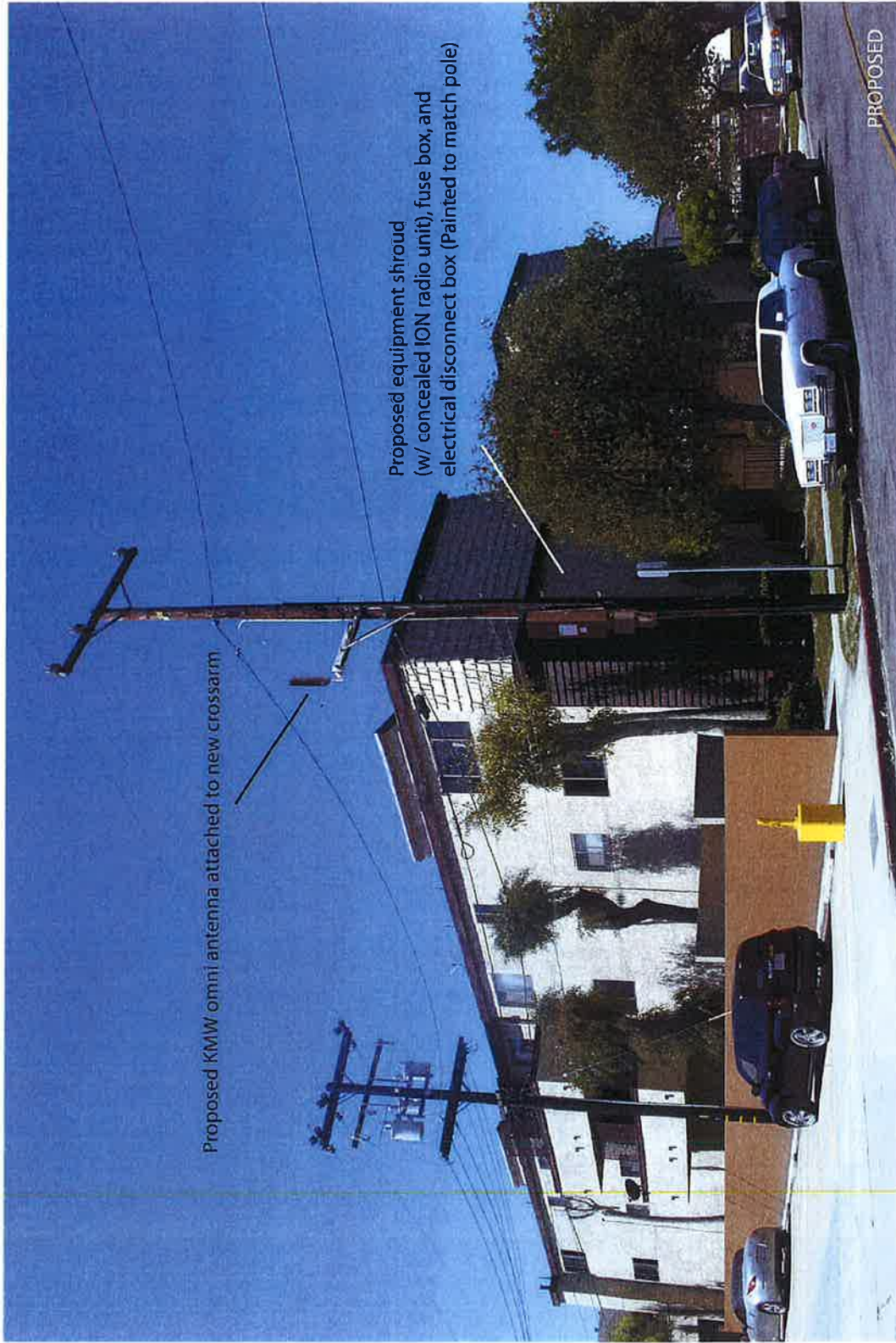


As-built photograph of existing DAS communications node: Looking southwest across Stark Avenue.

These simulations are intended for graphical purposes only and not intended to be part of or to replace the information provided on the construction drawings

EXHIBIT 3

HBN05 (Alternative Design w/ Shroud)
ROW adjacent to 7942 Stark Avenue (West of Beach Blvd)
DAS Node on Existing Wood Utility Pole
Huntington Beach, CA



Photomontage of proposed DAS communications node: Looking southwest across Stark Avenue.

These simulations are intended for graphical purposes only and not intended to be part of or to replace the information provided on the construction drawings

EXHIBIT 4

Alapama / Atlanta

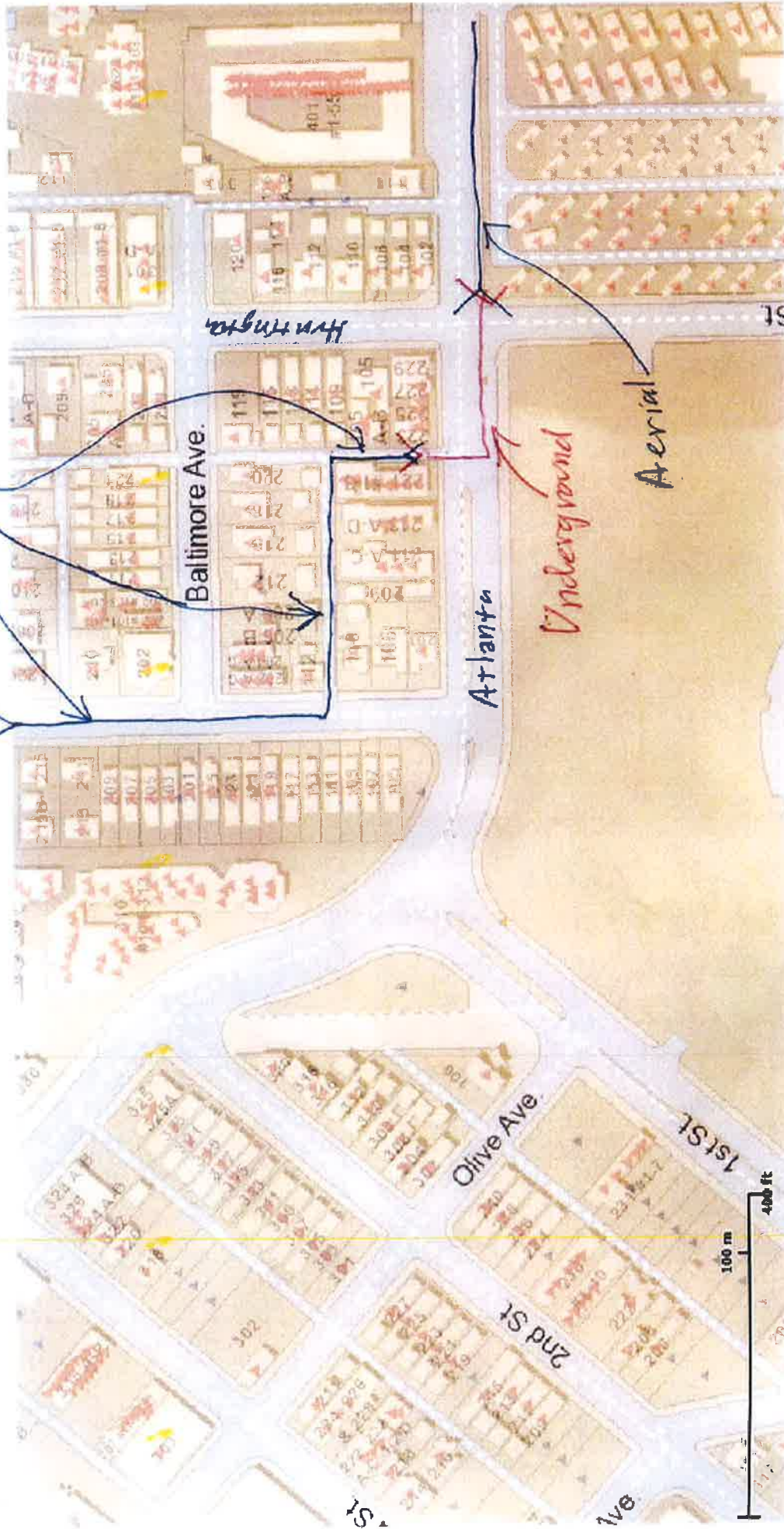
Aerial

Baltimore Ave.

Atlanta

Underground

Aerial



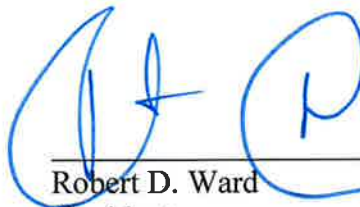
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WASHINGTON

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VERIFICATION

I, Robert D. Ward, state that I am the President of Crown Castle NG West LLC ("Crown Castle") and that I am authorized to sign the Settlement Agreement between Crown Castle and the City of Huntington Beach, on behalf of Crown Castle.



Robert D. Ward
President
Crown Castle NG West LLC

Sworn and subscribed before me this 28 day of August, 2014.


Notary Public

My commission expires May 2, 2017

