

C96-153,

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is dated this 13 day of May 1996, by and between PACIFIC BELL MOBILE SERVICES, A CALIFORNIA CORPORATION ("Lessee") and THE CITY OF BEAUMONT ("Lessor").

The parties hereto agree as follows:

1. **Premises.** Lessor owns the real property legally described in Exhibit "A" commonly known as 550 East Sixth Street, Beaumont, CA 92263 (Assessor's Parcel Number 418-061-013). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises").

2. **Use.** The Premises may be used by Lessee for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission and reception of radio communication signals on various frequencies and the construction, maintenance and operation of communications facilities.

3. **Building Permit.** Upon the full execution of this Lease, Lessee shall apply for and provided Lessee complies with all adopted state and local building codes thereof, Lessor shall issue a local building permit at Lessee's sole cost and expense. Lessee shall pay Lessor a "Permit Phase Fee" as set forth in Section 4.

4. **Term.** The term of this Lease ("Term") shall be five (5) years commencing with the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises, or June 30, 1996, whichever is earlier ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for five (5) additional terms ("Renewal Term") of five (5) years each. The terms and conditions for each Renewal Term shall be the same terms and conditions of this Lease, except that Rent shall be increased as set forth hereinbelow. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five (5) year Term or any Renewal Term.

After the fifteenth (15th) anniversary of the Commencement Date, all Renewal Terms are subject to Lessee's and Lessor's mutual approval, which approval shall be deemed given unless the party deciding not to renew the lease notifies the other party in writing of such intention at least one hundred eighty (180) days prior to the expiration of the Renewal Term.

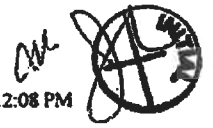
5. **Rent.** Following the full execution of this Lease, Lessee shall pay Lessor a Permit Phase Fee of Three Hundred Dollars (\$300.00). Lessee shall pay Lessor, as rent, the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00) ("Rent") per month. Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent for the previous year. Rent shall be payable in advance on the 1st day of each month, in advance, to Lessor's address specified in Section 17, Miscellaneous.

Upon the Commencement Date, Lessee shall pay Lessor, in advance, the Rent for the first twelve (12) months of the Term of this Lease in the amount of Fifteen Thousand Dollars (\$15,000.00). Beginning on the first day of the thirteenth (13th) month of the Term of this Lease, Lessee shall pay Lessor the regular monthly Rent as determined by this Section and the terms and conditions of this Lease.

If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month.

6. **Improvements; Access.**

(a) Lessee shall have the right at any time following the full execution of this Lease and prior to the Commencement Date to enter the Premises for the purpose of making necessary inspections, engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests, pre-construction work or construction, Lessee will have insurance as set forth in Section 12, Insurance, and will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor.



(b) Subject to all the provisions of this Lease, Lessee may construct, maintain and operate on the Premises radio communications facilities, including but not limited to radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("Lessee's Facilities"). In connection therewith and subject to Lessor's prior approval of plans as set forth herein, Lessee shall do all work reasonably necessary to prepare the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Lessee's plans are subject to Lessor's reasonable approval which shall not be unreasonably withheld. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense, in conformance with applicable law and plans approved by Lessor, and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures.

(c) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Except during normal business hours, Lessee shall notify Lessor in advance of any access needed by Lessee by calling Lessor's police dispatcher at a number to be provided by Lessor. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. If Lessee causes any damage to access roadways, Lessee shall promptly repair same, at its sole cost and expense.

(e) Subject to the issuance of a local building permit, Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location and construction schedule, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's properties in order to service the Premises and Lessee's Facilities. Upon Lessee's request, if required by the utility company, Lessor shall execute easement(s) or license(s) evidencing this right.

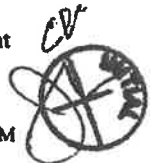
(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(g) Lessee shall remove all Lessee's Facilities at its sole expense on the cancellation, expiration or early termination of the Term or any Renewal Term. Lessee shall repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed on the Commencement Date, reasonable wear and tear and damages beyond the control or without the fault or neglect of Lessee excepted. Lessee shall remove all of Lessee's Facilities which are above ground. Upon removal of Lessee's Facilities, Lessee, however, shall not be required to remove any foundation, cables or wires, which are located below ground.

7. **Interference with Communications.** Lessee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on Lessor's properties on the Commencement Date ("Pre-existing Communications") and Lessee's Facilities shall comply with all noninterference rules of the Federal Communications Commission ("FCC"). Lessor shall not permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee described in Section 2, above, and Lessee shall not use Lessee's Facilities so as to interfere with the Pre-existing Communications operations of Lessor. If either party changes its communications operations after the Commencement Date, that party shall coordinate such change with the other party so as to ensure the changed communications operations do not interfere with the other party's communications operations. In the event any such interference does not cease after reasonable attempts by the parties to terminate such interference, the parties acknowledge that continuing interference will cause irreparable injury to the party being interfered with, and therefore, the injured party shall have the right to bring action to enjoin such interference or to terminate this Lease upon notice to the other party. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the Commencement Date shall not be deemed interference.

8. **Taxes.** Lessee shall pay personal property taxes assessed against Lessee's Facilities.

9. **Termination.** This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date; (iii) by Lessee if it does not obtain licenses, permits or other approvals necessary to the construction or



operation of Lessee's Facilities; (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; (v) by Lessor if Lessee's Facilities cause Lessor to be unable to use its police communications facilities due to a ruling or directive of the FCC or other governmental or regulatory agency; or (vi) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference. If after the Commencement Date, Lessee provides thirty (30) days written notice to Lessor of termination of this Lease pursuant to Section 9(vi), Lessee shall pay Lessor six (6) months Rent as payment for such early termination.

10. **Destruction of Premises.** If the Premises or Lessee's Facilities are destroyed or damaged so as in Lessee's reasonable judgment render the effective use of Lessee's Facilities unsuitable, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease shall cease as of the date of the damage or destruction.

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

12. **Insurance.** Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence.

Each party to this Lease shall each maintain throughout the Term and each Renewal Term standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective property. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance and each party shall require such insurance policies to contain a waiver of recovery against the other. Lessee shall name Lessor as an additional insured with respect to the above Commercial General Liability insurance. Within ten (10) business days after the full execution of this Lease, Lessee shall provide Lessor with a certificate of insurance evidencing its coverage. Either party shall have the right to self-insure with respect to any of the above insurance.

13. **Assignment.** Lessee may assign this Lease at any time upon notice to and approval of Lessor, not to be unreasonably withheld, conditioned or delayed. Lessee shall have the right to assign the Lease without Lessor's approval to any corporate parent or affiliate, or to any purchaser of all or substantially all of Lessee's stock or assets.

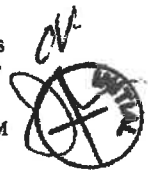
14. **Title and Quiet Enjoyment.**

(a) Lessor warrants that it has full right, power and authority to execute this Lease; Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

15. **Repairs.** Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.

16. **Environmental.** Lessor represents to the best of its knowledge after reasonable investigation that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, except for the presence of asbestos which Lessor represents is in a non-friable condition, and the location of which on the Premises has been disclosed by Lessor to Lessee, Lessor



represents to the best of its knowledge after reasonable investigation that no hazardous materials, hazardous substances, hazardous wastes, pollutants, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease.

17. Miscellaneous.

(a) If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required to be given herein shall be made by certified or registered mail, fax, return receipt requested, or reliable overnight mail to the address of the respective parties set forth below:

Lessor: City of Beaumont, P. O. Box 158, Beaumont, CA 92263
Attn: City Manager

Lessee: Pacific Bell Mobile Services, 2955 Redhill Avenue, Suite 100, Costa Mesa, CA 92626
Attn: Charles Vranek, Network Deployment Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Lease shall be governed under the laws of the State of California.

(e) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(f) Upon request either party may require that a Memorandum of Lease be recorded in the form of Exhibit "C". Concurrent with the expiration or earlier termination of this Lease, Lessee shall record a quitclaim deed or other instrument evidencing the termination of Lessee's interest in Lessor's property.

(g) This Lease constitutes the entire Lease and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

[SIGNATURE PAGE FOLLOWS]

RV


CM-451-11 (Apr 5)

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LESSOR
THE CITY OF BEAUMONT

ATTEST WITNESS

Date: _____

ATTEST WITNESS

[Handwritten Signature]

Date: 5-14-96

By: _____
Name: _____
Title: _____

By: *[Handwritten Signature]*
Name: Jan Leja
Title: Mayor
Tax ID: 95-6000676

LESSEE
PACIFIC BELL MOBILE SERVICES,
A CALIFORNIA CORPORATION

ATTEST WITNESS

[Handwritten Signature]

Date: 5/20/96

By: *[Handwritten Signature]*
Name: Charles Vranek
Title: Network Deployment Manager

[Handwritten initials]


EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

The Lessor's property of which Premises are a part is legally described as follows:

550 East Sixth Street
Beaumont, CA 92263
APN: 418-061-013

All that real property located in the State of California, County of Riverside, described as follows:

PORTIONS OF LOTS 9, 10 AND 12 AND ALL OF LOTS 11, 13 THROUGH 25, INCLUSIVE AND THOSE PORTIONS OF ALLEY VACATED WITHIN BLOCK 86 OF AMENDED MAP OF THE TOWN OF BEAUMONT, AS SHOWN BY MAP RECORDED IN BOOK 6, PAGE 16, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 25 OF SAID BLOCK 86, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SIXTH STREET AND THE EAST RIGHT OF WAY LINE OF MAGNOLIA AVENUE;
THENCE EAST ALONG THE NORTH LINE OF SIXTH STREET 339.98 FEET (RECORDED BY SAID MAP AS 340.00 FEET) TO THE SOUTHEAST CORNER OF SAID LOT 13 OF SAID BLOCK 86;
THENCE NORTH 00° 01' 25" EAST ALONG THE WEST LINE OF ORANGE AVENUE, AS SHOWN BY SAID MAP, 217.11 FEET;
THENCE NORTH 89° 54' 48" WEST 212.85 FEET;
THENCE SOUTH 00° 05' 10" WEST 60.34 FEET;
THENCE NORTH 89° 54' 52" WEST 127.06 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID MAGNOLIA AVENUE;
THENCE SOUTH 00° 01' 18" WEST ALONG THE EAST LINE OF MAGNOLIA AVENUE 157.28 FEET TO THE POINT OF BEGINNING.

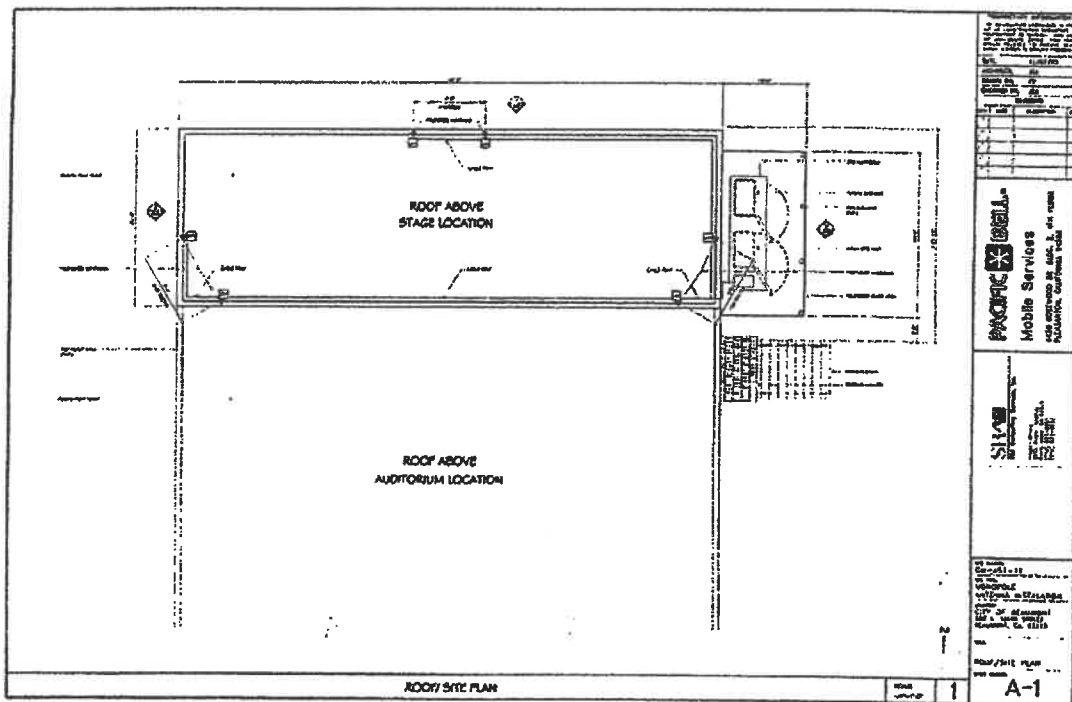


EXHIBIT B

DESCRIPTION OF PREMISES

The location of the Premises within the Lessor's property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:

Approximately three hundred sixty (360) square feet of space on the ground for the placement of Lessee's communications equipment and space on the rooftop of the Building for the placement of antennas (collectively the "Premises"), and an unimpaired, non-exclusive easement and right of way in and over the common areas at the Property and the following portions of the Property (collectively the "Access Areas"): All areas providing physical access by personnel, equipment and utilities including, but not limited to, ramps, loading docks, walkways, staircases, and ladders; the roof of any building on which Lessee's equipment is installed; and all utility ducts and conduits (including, telephone and optical conduits) and other means by which power, and communications signals may be delivered to or from the Premises.



A final drawing or copy of a property survey depicting the above will replace this Exhibit "B" when initialed by Lessor.

Notes

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

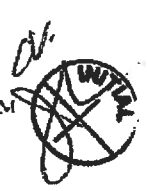


EXHIBIT C

RECORDING REQUESTED BY:

WHEN RECORDED, RETURN TO:

Pacific Bell Mobile Services
4410 Rosewood Drive
Building 1, 4th Floor
Pleasanton, CA 94588

Attn: Barbara Hendricks,
Property Manager

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed as of May ____, 1996, by and between THE CITY OF BEAUMONT ("Lessor"), and PACIFIC BELL MOBILE SERVICES, A CALIFORNIA CORPORATION ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement ("Lease") dated as of May ____, 1996, covering certain premises and related improvements ("Premises") situated on certain real property located in the City of Beaumont, County of Riverside, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Lease in the Official Records of Riverside County, California;

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. Demise. Lessor has leased the Premises to Lessee (together with access rights) and Lessee has hired the Premises from Lessor, subject to the terms, covenants and conditions contained in the Lease.
2. Expiration Date. The term of the Lease ("Term") is scheduled to commence on or before June 30, 1996 and shall expire five (5) years thereafter, subject to Lessee's option to extend the Term pursuant to Section 4 of the Lease for five (5) additional terms of five (5) years each.
3. Lease Controlling. This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the date and year first written above.

LESSOR
THE CITY OF BEAUMONT,

By: _____
Name: _____
Title: _____

By: _____
Name: Jan Leja
Title: _____

LESSEE
PACIFIC BELL MOBILE SERVICES,
A CALIFORNIA CORPORATION

By: _____
Name: Charles Vranek
Title: Network Deployment Manager

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____ personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

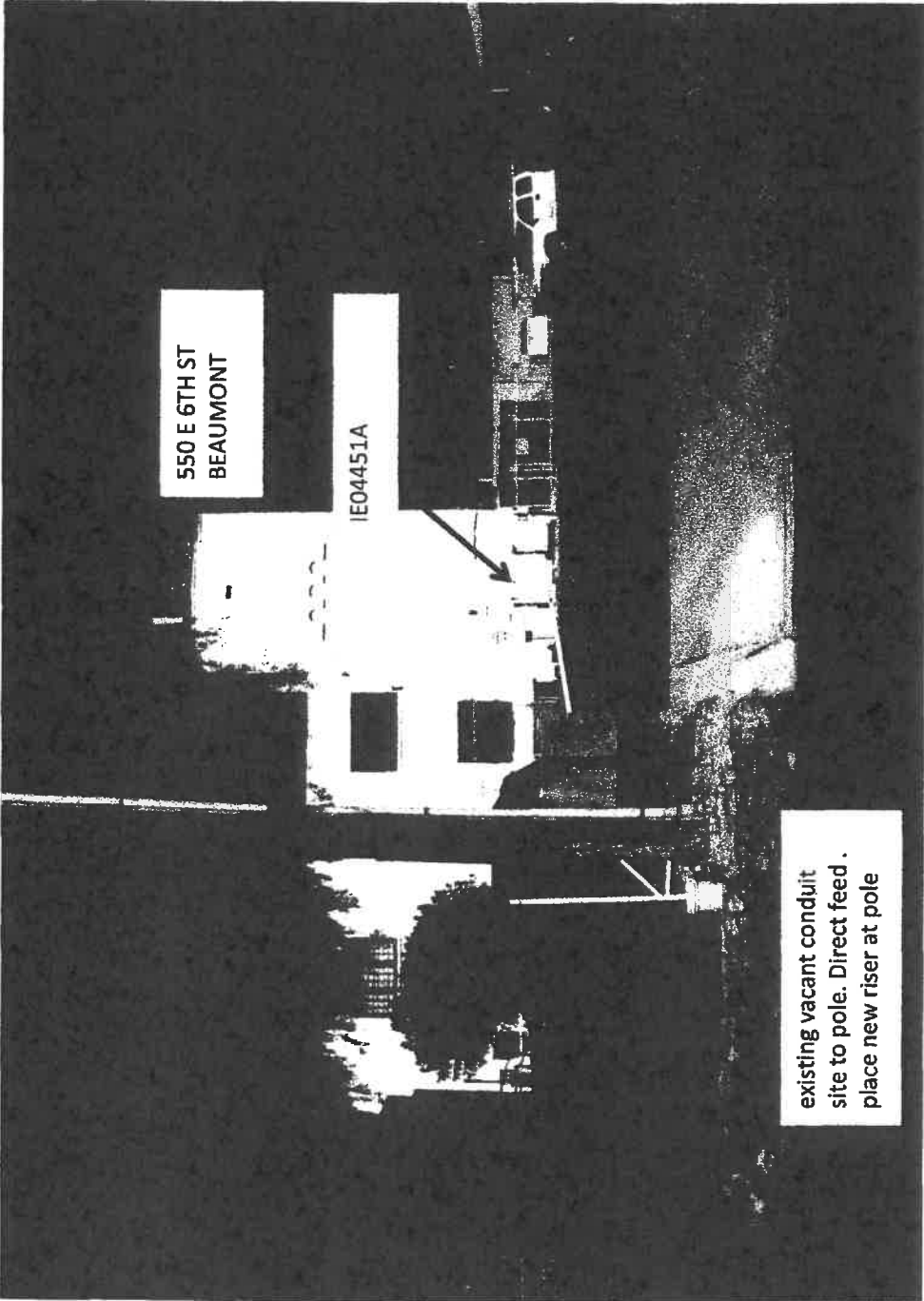
Signature: _____

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____ personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

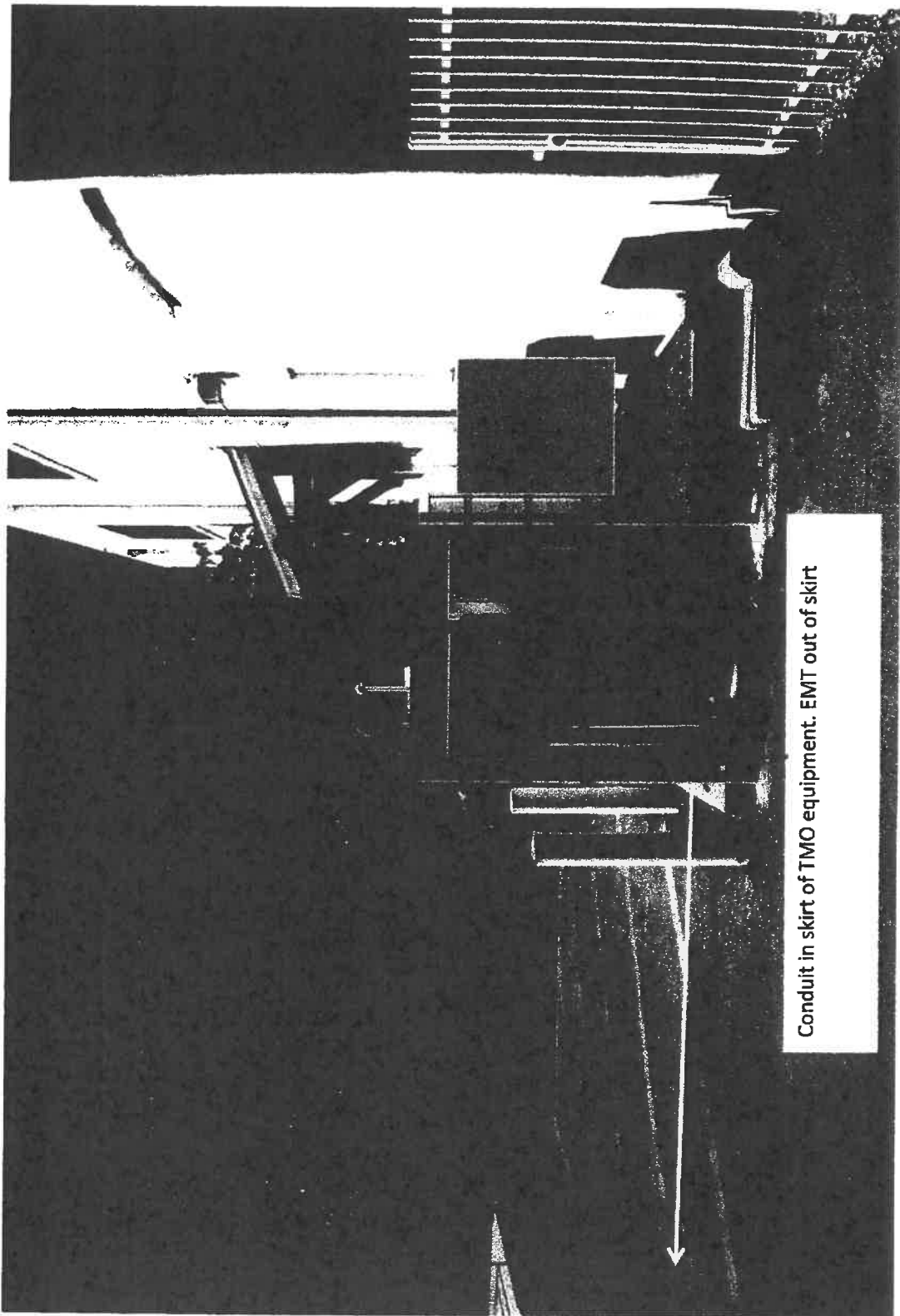
Signature: _____



550 E 6TH ST
BEAUMONT

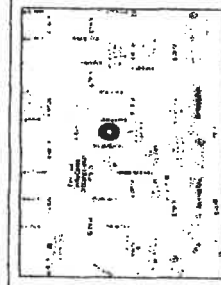
IE04451A

existing vacant conduit
site to pole. Direct feed .
place new riser at pole

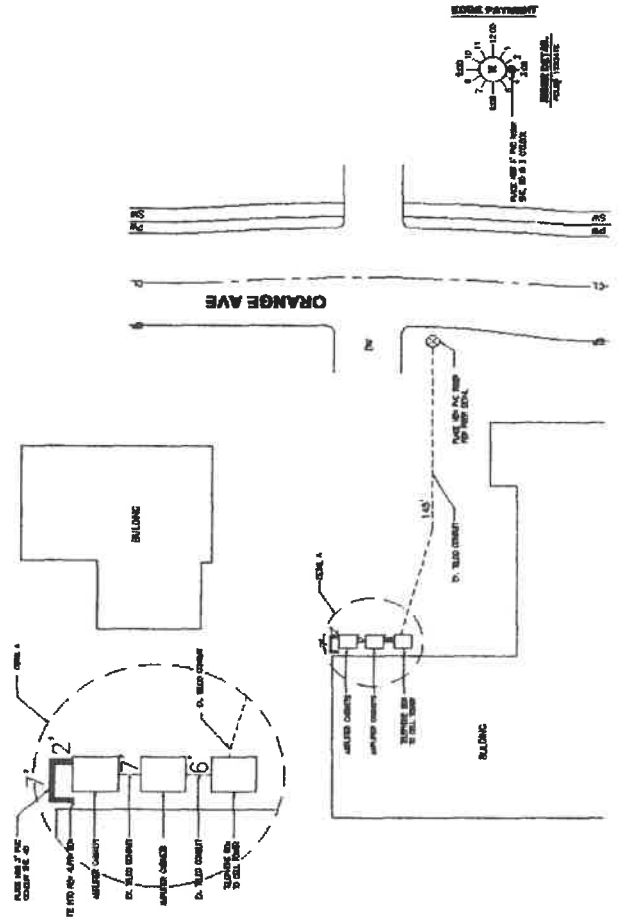
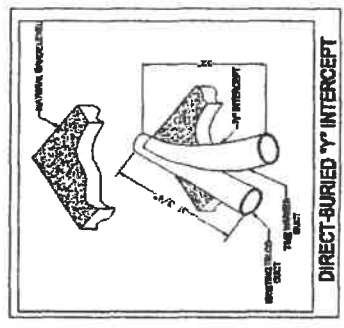
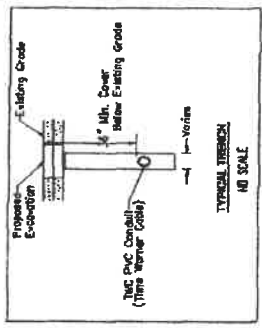


Conduit in skirt of TMO equipment. EMT out of skirt

SITE ID # IE04451A
550 E 6TH ST
CITY OF BEUMONT



SEE PLAN 0
 REVISION MAP
 DATE



ADDRESS/TITLE:
 550 E 6TH ST BEUMONT, CA
 ZIP CODE 92223
 Y-INTERCEPT ON
 PRIVATE PROPERTY PROJECT: IE04451A



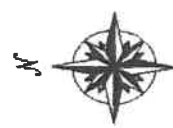
REVISIONS
 TIME WARNER
 SALES
 1000 S. GARDEN ST. SUITE 100
 BEUMONT, CA 92518

DRAWN BY: IES
 FIELD BY: IES
 JOB NO. FT. LOCAL STREET
 STREET TYPE LOCAL STREET
 TEL. NO. (951) 290-1814
 E-MAIL: esp@inland-engineering.com

CONSTRUCTION MATERIALS:
 1. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH NO. 5 BARS @ 12\"/>

SCALE OF DRAWING:
 1. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

DATE: 11/11/11



N.T.S

SCALE OF WORK:
 1. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. 11 EA.
 2. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. 11 EA.

LEGEND

- 12\"/>