City of Stockton

Cell Tower Records (Includes payment history)

Swenson Golf Course – 6803 Alexandria Pl
PERMIT

Application Number
15 0000016

Job Address
6803 ALEXANDRIA PL 

Issue Date
3/02/15

Permit Type : COMBINATION BUILDING PERMIT-2L

Subdivision : 

Parcel Mbr : 097 110 14

Geo Code : 

Owner Name : STOCKTON

Address ... : CITY OF

Appl Type ... : STRUCTURES OTHER THAN BUILDINGS

Desc of Work : ANTENNA/CBL TOWER

Valuation : 20,000

Square ftg : 1 Ioning ... : PP

Occup Group : 


Special Notes and Conditions

S L C INC
924504
113016
10816
117166
42415
A & B
INSTALL THREE NEW ANTENNAS, SIX NEW REMOTE RADIO UNITS (RRU'S), TWO NEW GROUND MOUNTED CABINETS, AND ONE NEW GPS DEVICE ON EXISTING EQUIPMENT RACK.
NO INCREASE IN TOWER HEIGHT.
"SPRINT ANTENNAS"

PERMIT FEES

PERMIT FEE
401.45

PLAN CHECK FEE
289.04

A18-PERMIT ISSUANCE FEE
39.00

A26-CAP. FRAIS. FEE-----*LL
20.00

A27 TRCH FEE/GIS - BLDG
51.79

A2 ADW GREN BUILD S1473
10.00

A1 SB1473 GREN BUILD
0.90

A23-CRS FEE--.02 PMT FEE
8.03

A12-DEV. CODE MAINT FEE
20.00

A13-DEV. OVERSITES CM
20.00

A14-CLIMAT ACT PLAN IMPL
20.00

A15-HOUSE ELNM PREP/IMPL
10.00

A20-GPMI-------------**K
60.00

A17-SKIP-COMMERCIAL---*N
5.60

A35-LAND UPDATE-------MN
3.25

A10-MICROFILM/IMAGING---10
32.00

A30-PERMIT TRACKING---*MN
14.00

PERMIT TOTAL
995.16
PERMIT

Application Number 14 0000061

Job Address 6003 ALEXANDRIA PL &

Issue Date 4/24/14

Permit Type : COMBINATION BUILDING PERMIT-2L

Parcel Hbr : 097 110 24

Geo Code :

Owner Name : STOCKTON CITY OF

Address : UNKNOW CA 99999

Appl Type : STRUCTURES OTHER THAN BUILDINGS

Desc of Work : NON RESIDENTIAL ANTENNA/CALL TOWER

Valuation : 20,000

Square ftq : 0 Noning . . . : PF

Occup Group : Const Type .

Special Notes and Conditions

SLC, INC 924504 113014
STATE COMP 10815
117166 42415
RENOVATE AND REPLACE 3 ANTENNAS, INSTALL 3 REMOTE RADIO UNITS RHU'S, MODIFY ONE EXISTING GROUND MOUNTED EQUIPMENT CABINET

--- FEES ---

PERMIT FE 401.45
PLAN CHECK FE 209.04
A18-PERMIT ISSUANCE FE 39.00
A26-CAP. PREP. FE---FLL 20.00
A22 TECH FE/GIS - BLOG 51.79
A2 ADM GREEN BUILD SB1473 .10
A1 SB1473 GREEN BUILD .90
A23-CRS FEE--.02 PTY FEE 8.03
A12-DEV. CODE MAINT FEE 20.00
A13-DEV. OVERSIGHT CON 20.00
A14-CLIMATE ACT PLAN IMPL 20.00
A15-HOUSE ELEM PREP/IMPL 10.00
A20-GPMI-----------------NU 60.00
A35-LAND UPDATE----------------NU 3.25
A10-MICROFILM/IMAGING--+10 26.50
A30-PERMIT TRACKING---------NU 14.00

PERMIT TOTAL 984.06

SIGNATURE

APPLICATION APPROVAL
THIS PERMIT DOES NOT BECOME VALID UNTIL SIGNED BY THE BUILDING OFFICIAL OR HIS DEPUTY AND FEES ARE PAID.

SIGNATURE

PRINT NAME ROB LATTIN
CITY OF STOCKTON
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION, CITY HALL
STOCKTON, CALIFORNIA 95202

PHONE: (209) 937-8561
24 Hr. Inspection Request
937-8560

PERMIT

Application Number
13 00001820

Job Address
6803 ALEXANDIA PL &

Issue Date
1/14/14

Permit Type : COMBINATION BUILDING PERMIT-2L

Subdivision : 

Parcel No: 097 119 24

Geo Code: 

Owner Name: STOCKTON

Address: UNKNOWN

CA 99999

Appl Type: STRUCTURES OTHER THAN BUILDINGS

Desc of Work : ANTENNA/CELL TOWER

NON RESIDENTIAL

Valuation: 20,000

Square ftg: 0

Toning : FF

Occp Group: Const Type: 

Special Notes and Conditions

HUMAVE COMMUNICATION

949151

STATE: 022614

115722

103114

B, C7, C10

ALT663 (8) CELL SITES. INSTALL 3 RHU

ANTENNAS, 6 HNB REMOTE RADIO UNITS, 2

HNB GROUND MOUNTED CABINETS, AND 1 HNB

GPS DEVICE ON EXISTING EQUIPMENT RACK.

NO INCREASE IN TOWER HEIGHT OR LEASED

LAND AREAS PROPOSED. "SPRING"

FEES

PERMIT FEE

401.45

PLAN CHECK FEE

289.04

A18-PERMIT ISSUANCE FEE

39.00

A26-CAP. FABS. FEE-----*LL

20.00

A22 TECH FEE/GIS - BLOG

51.79

A2 ADH GREEN BUILD SB1473

.10

A1 SB1473 GREEN BUILD

.90

A23-CBS FEE-.02 PNT FEE

.03

A12-DEV. CODB HALFY FEE

20.00

A13-DEV. OVERSETH CON

20.00

A14-CLIMATE ACT PLAN INPL

20.00

A15-HOUSES RLBL RMDR FEE/IMPL

10.00

A20-GPMF----------------*PP

60.00

A35-LAND UPDATING----*RH

3.25

A16-MICROFLM/IMAGING-*LO

26.50

A30-PERMIT TRACKING---*RH

14.00

PERMIT TOTAL

966.06

APPLICATION APPROVAL

THIS PERMIT DOES NOT BECOME VALID UNTIL SIGNED BY THE BUILDING

OFFICIAL OR HIS DEPUTY AND FEES ARE PAID.

SIGNATURE

[Handwritten Signature]

[Application Approval Date]
LICENSED CONTRACTORS DECLARATION

I hereby affirm that I am licensed under provisions of Chapter 9 (commencing with Section 7001) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

CONTRACTOR: WESTOHER COMMUNICATIONS INC
LICENSE NO. 
LICENSE TYPE 
STOCKTON BUS. LIC. NO. 

OWNER-BUILDER DECLARATION

I hereby affirm that I am exempt from the Contractor's License Law for the following reason (Sec. 7001.5 Business and Professions Code): Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he is not licensed pursuant to the provisions of the Contractor's License Law (Chapter 9, commencing with Section 7000) of Division 3 of the Business and Professions Code or that he is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7001.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than three thousand dollars ($3000).

☐ I am an owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended for sale (Sec. 7004). Business and Professional Codes: The Contractor's License Law does not apply to an owner of property who builds or improves therein, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale.

☐ I am an owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professional Codes: The Contractor's License Law does not apply to any owner of property who builds or improves therein, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law).

Date: 7/27/10

NOTE: To protect the imposition of any development fee, dedication, reservation or other excise imposed on your project, you must file written notice with the City Clerk's office within 90 days after approval of the project or imposition of the fees, dedications, reservations or other excise fees under protest, along with a statement of the actual elements of the dispute and the legal theory forming the basis for the protest.

WORKER'S COMPENSATION DECLARATION

I hereby affirm that I have a certificate of coverage or workers' compensation insurance, or a certificate of workers' compensation insurance in a policy (Sec. 3600, Lab. C) Policy No. 

Company: 

☑ Certified copy is hereby furnished. Expires.

☑ Certified copy is filed with the city building inspection department.

Date: 7/27/10

APPLICATION APPROVAL

This permit does not become valid until signed by the building official or his deputy and fees are paid.

SIGNATURE: 

APPLICATION NUMBER: 00000759

PERMIT

Application Number 10000759

Job Address: 6003 ALEXANDRIA PL

Permit Type: COMBINATION PERMIT-26

Subdivision: 097 110 14

Geo Code: Stockton City of

Owner Name: Stockton

Address: 6003 ALEXANDRIA PL

Appl Type: STRUCTURES OTHER THAN BUILDINGS

Desc of Work: ADJUSH/CHEF TOUR

Value: 5,000

Square ft: 1

Zoning: P2

Occup Group: CONSTRUCTION

Const Type: 

Special Notes and Conditions

WESTOHER COMMUNICATIONS

744137
5575
80736

A/B/HIC

REPLACE 3 PANEL ANTENNAS - "CLEARMIRE"

- FEES

PERMIT FEE 138.20

PLAN CHECK FEE 39.50

A18-PERMIT ISSUANCE FEE 36.00

A25-CAP. PRES. FEE-**$5 5.00

A22 TECH FEE/GIS - BLDG 17.83

A2 ADM GRNB BUILD SB1473 .10

A1 SB1473 GRNB BUILD .90

A23-CRS FEE .20 PMT FEE 4.75

A12-DIV. COB ADDITION FEE 5.00

A13-DIV. OVSIDE CON 5.00

A15-CMNTS ACT PLAN IMP 5.00

A15-HOUSE PLAN FEE/IMPL 2.50

A20-GPMI-DD 15.00

A3-EMPLOYER FEE 1.05

A35-LAND UPDATE-**$9 3.25

A10-HICROFILM/IMAGING-L0 43.50

A30-PERMIT TRACKING-**$H 13.75

PERMIT TOTAL 398.33

C#23174
CITY OF STOCKTON
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION, CITY HALL
STOCKTON, CALIFORNIA 95202

PERMIT

LICENSED CONTRACTORS DECLARATION
I hereby affirm that I am licensed under provisions of Chapter 9 (commencing with Section 7006) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

CONTRACTOR ____________________________
LICENSE NO. ____________________________ DATE ____________________________
LICENSE TYPE ____________________________
STOCKTON BUS. LIC. NO. ____________________________

OWNER-BUILDER DECLARATION
I hereby affirm that I am exempt from the Contractor’s License Law for the following reasons: (Sec. 7044, Business and Professions Code). The Contractor’s License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale.

☐ I, as owner of the property, am exempt under Sec. 7006, Business and Professions Code, for this reason: ____________________________

Date ____________________________ Owner ____________________________

 NOTE: To protest the imposition of any development fee, dedication, reservation or other imposition imposed on your property in accordance with the planning and zoning regulations of the City of Stockton, you must file with the City Clerk’s office within 60 days after approval of the project or imposition of the fee, dedication or reservation or other imposition stating that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest, along with a statement of the actual elements of the dispute and the legal theory forming the basis for the protest.

WORKER’S COMPENSATION DECLARATION
I hereby affirm that I have a certificate of consent to self-insure, a certificate of Workers’ Compensation Insurance, or a certified copy thereof (Sec. 3800, Lab. C) Policy No. ____________________________

☐ Certified copy is hereby furnished.

☐ Certified copy is filed with the city building inspection department.

CERTIFICATE OF EXEMPTION FROM WORKERS’ COMPENSATION INSURANCE

This section need not be completed if the permit is for one hundred dollars ($100) or less.

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers’ Compensation Laws of California.

Date ____________________________ Applicant ____________________________

NOTICE TO APPLICANT: If, after making this Certificate of Exemption you should become subject to the Workers’ Compensation provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked.

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the premises mentioned for inspection purposes.

SIGNATURE ____________________________
ADDRESS ____________________________

APPLICATION APPROVAL

THIS PERMIT DOES NOT BECOME VALID UNTIL SIGNED BY THE BUILDING OFFICIAL OR HIS DEPUTY AND FEES ARE PAID.

SIGNATURE ____________________________
**Contract Routing Form**

**Contract Type:**
- Original Contract
- Amendment/Renewal/Change Order
- Grant
- Subdivision Agreement
- Other

**Council Approval Required?**
- Yes
- No

(Council approval required for contracts over $___________ for Fiscal Year
Approved by Council on: 09/21/99
Motion/Reso/Ord No: 99-U440

**Notary Required?**
- Yes
- No

**Contract Amount:** $________

**Contract Title:** Swenson Cell Lease - Second Memorandum

**Vendor/Other Party:** Crown Castle

**Project Start Date:**
**Estimated Completion Date:**

**Contract Term:**
**Contract Start Date:**
**Contract End Date:**

The following documents shall be submitted with the signed contract when required:
- Business License Required? [ ] Yes  [ ] No
- Business License No.:
- Bonds Required? [ ] Yes  [ ] No
- Insurance Required? [ ] Yes  [ ] No

**Routing Order**

<table>
<thead>
<tr>
<th>Department</th>
<th>Economic Development Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Mgr.</td>
<td>Jorge Barrera (signature) ext: 8063</td>
</tr>
<tr>
<td>Staff.</td>
<td>Amanda Thomas ext: 7540</td>
</tr>
</tbody>
</table>

**Vendor/Other Party**

Signed [ ]
Originals on: [ ]
Forwarded to: [ ]

**Risk Services**

Insurance approved on: 09-08-14 by: [ ]
Bonds approved on: [ ]
Forwarded to: [ ]

**City Attorney**

Approved as to Form and Content on: [ ]
Forwarded to: [ ]

**City Manager**

Signed by City Manager on: 11/6/14 by: [ ]
Forwarded to: [ ]

**City Clerk**

City Clerk attested on: [ ]
Returned [ ] original(s) to dept. on: [ ]
Retained [ ] original(s) for City's file.

**Originating Department**

Requisition No.
Original sent to vendor on: [ ]
Copy of contract to be retained by department. Original on file in the Clerk's office.

**Purchasing**

Purchase Order #: [ ]
PUR #: [ ]
Transmittal

Date: August 21, 2014

To: Micah Runner
    Director

From: Jorge Barrera
    Project Manager II

Re: Swenson Golf Course
    Wireless Communications Site Lease

Upon review of an Expiration Report, provided by clerical staff, of existing lease agreements, the referenced lease agreement was shown to expire September 2014. A review of the project file and lease agreement, approved by City Council Resolution No. 99-0448 on September 21, 1999, revealed a ten year lease with five additional five year terms. A letter requesting to extend the term of the agreement from Lessee, as called for in the agreement, was not found in the project file for the first and second renewals.

On August 18, 2014, Joe Mulligan contacted Crown Castle directly given the pending expiration date of the lease and since documentation from the Lessee requesting to exercise its renewal option was not in the project file. Additionally, a voicemail message was left for Crystal Simmons, Revenue Collector, inquiring into the status of any renewal request or information on the matter.

Crown Castle provided copies of letters sent via certified mail to Finance and Revenue Services for the first and second renewal requests.

Attached for the City Manager's consideration are a memorandum and letter regarding the second renewal request from Crown Castle seeking to extend the term of the agreement associated with the above referenced lease from September 21, 2014 to September 21, 2019.

Please have the City Manager review and sign for authorization to proceed with the approval of the second renewal request.

Should you have any questions or concerns, please let me know.
MEMORANDUM

August 21, 2014

TO: Kurt Wilson, City Manager

FROM: Micah Runner, Director
     Economic Development Department

SUBJECT: **SWENSON GOLF COURSE**
          **WIRELESS COMMUNICATION SITE LEASE**

On September 21, 1999, Council authorized, by Resolution No. 99-0448 (copy attached), a ten year lease with five additional five year terms with Central Valley Wireless Partnership for the installation of a wireless communication site at Swenson Golf Course. Included in the original lease was a provision allowing for a rental increase for each renewal term equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI). The lease has since been acquired by succession or assignment several times with Crown Castle being the present lessee.

The present term (first renewal) will expire on September 20, 2014. Staff has received notification from Crown Castle requesting to exercise its second renewal option to extend the term of the agreement from September 21, 2014 to September 21, 2019. Rent and terms of the lease are current, with the present monthly rental rate being $1,705.51. Staff recommends approval of this second renewal. If approved, a rental adjustment with applicable CPI rate increase will be made for this renewal term and become effective on September 21, 2014.

If you agree, please indicate by signing the attached letter and returning it with this memorandum to Jorge Barrera, Project Manager II. Should you have any questions, please contact me at extension 8694 or Jorge Barrera at extension 8063.

MICAH RUNNER, DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

MR:JTB:slw

Attachment

::ODMA\GRP\WISE\COS.HRD.HRD_Library:116712.1
Resolution No. 99-0448

STOCKTON CITY COUNCIL

WHEREAS, a Notice of Intention to Lease Public Property was duly published in The Record regarding City property (6803 Alexandria Place), a portion thereof, to be leased to CENTRAL WIRELESS PARTNERSHIP; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Stockton, that certain "SWENSON GOLF COURSE WIRELESS COMMUNICATION SITE LEASE AGREEMENT" between the City of Stockton ("CITY") and CENTRAL WIRELESS PARTNERSHIP ("LESSEE"), for the purpose of constructing a minor communications facility at Swenson Golf Course.

2. That said lease agreement shall commence on September 21, 1999, and terminate on the last day of the September, 2009.

3. That said lease agreement shall be renewed, at the request of Lessee, for five (5) successive terms of five (5) years each.

4. A copy of said lease agreement is attached as Exhibit "A" and incorporated herein by this reference.

PASSED, APPROVED, and ADOPTED SEP 21 1999

GARY A. PODESTA
Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

CITY ATTY. REVIEW
DATE: September 16, 1999

99-0448
State: California
Market: Stockton
Cell ID: SCK-085
Site Name: Swenson Park

SWENSON GOLF COURSE
WIRELESS COMMUNICATION SITE LEASE AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into this 21ST day of September, 1999, between the City of Stockton, a municipal corporation of the State of California (“City”) and Central Wireless Partnership (CWP) (“Lessee”).

1. Premises. Subject to the following terms and conditions, City grants to Lessee a lease (the “Lease”) for a portion of that real property described in Exhibit “A” (“Property”) attached hereto and incorporated herein by this reference. The Premises located at are comprised of square feet and are situated within the Property as described and or depicted in Exhibit “B” attached hereto and incorporated herein by this reference.

2. Lease Term. The term of this lease (the “Lease”) shall be ten (10) years, commencing upon written notification by Lessee to City of Lessee’s receipt of all Governmental Approvals (the “Commencement Date”), and terminating at midnight on the last day of the month in which the tenth annual anniversary of the Commencement Date shall have occurred. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms (“Renewal Terms”). Each Renewal Term shall be on the same terms and conditions as set forth herein. Ninety (90) days prior to the end of the initial term of this Lease or any extension thereof, Lessee shall submit a written request to the City for a Renewal Term. The City shall notify Lessee of their approval or disapproval within thirty (30) days of receipt of Lessee’s renewal request. The City’s approval shall not be unreasonably withheld, conditioned or delayed.

3. Use. The Premises may be used by Lessee for the transmission and reception of radio communication signals in any and all frequencies, for the construction and maintenance of related facilities, towers, antennas, or equipment cabinets and for related activities. All plans and specifications for the construction of Lessee’s facilities shall be approved in advance by City. The City’s approval shall not be unreasonably withheld, conditional or delayed. Lessee’s facilities shall be designed in accordance with and shall meet the latest standards set forth by local, state and federal requirements regulating Lessee’s use. To the best of Lessee’s knowledge, the Antenna Facilities will emit no harmful rays, noxious odors, excessive noise or pollutants under normal installation and operating conditions. Lessee will take all necessary and reasonable steps to minimize the visual impact of the antenna facilities, including responding to the City’s reasonable requests.
4. **Rent**

   a. Upon the Commencement Date, Lessee shall pay City, as rent, the sum of One Thousand Dollars ($1,000.00) per month ("Rent"). Rent shall be payable on the first day of each month, in advance, to The City of Stockton at address listed herein. If the Lease is commenced other than on the first day of a month, the rent shall be prorated for that first month for the number of days from commencement date to the end of the month.

   b. Rent shall be increased as of the first day of each Renewal Term ("Adjustment Date") by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers, published by the United States Department of Labor, Bureau of Labor Statistics ("CPI") on the Adjustment Date over the CPI for the month in which the Commencement Date or the last Adjustment Date, as the case may be, occurred. However, Rent shall be, in no case, increased more than twenty-five percent (25%) per any Renewal Term. City shall be responsible for communicating the amount of the rental adjustment to Lessee and shall provide Lessee with supporting data upon which the adjustment is calculated.

   c. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Lessee.

   d. Penalty for Late payment of Rent: In addition to other remedies contained in this Lease, in the event any payment is not made on or before the due date, Lessee shall pay to City a late charge on said unpaid balance calculated at the rate of five percent (5%) of unpaid rental amount per month commencing on the first day of the month succeeding the date on which payment is due and continuing until the date such payment is made.

5. **Interference.** The parties hereto shall not use, nor shall they permit their employees, invitees, or agents to use any portion of the Property in any way that interferes with the operation of the other party. The interfering party shall, upon notice from the other, terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury to the non-interfering party, and therefore such non-interfering party shall have the right, in addition to any other rights that it may have at law or in equity, including termination of this Agreement, to bring action to enjoin such interference.

6. **Improvements; Utilities; Access.**

   a. Lessee shall be responsible for obtaining all permits necessary to construct, operate and maintain the Antenna Facilities prior to the Commencement Date of this Lease. Lessee shall have the right upon City's written approval of construction plans and at its own expense and upon receipt of government approvals necessary to erect and maintain on the Premises improvements, personal property and facilities, described in Exhibit C attached hereto and incorporated herein by reference, which includes antennas, stealth antenna pole, and base radio transmitting and receiving antennas, electronic equipment and radio equipment building (the "Antenna Facilities"). The City's approval shall not be unreasonably
withheld, conditional or delayed The Antenna Facilities shall remain the exclusive property of Lessee, and Lessee shall have the right to remove the Antenna Facilities during the term and following any termination of this Lease.

b. Lessee shall have the rights to install utilities upon prior written approval of City, at Lessee's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of temporary emergency power generators). The City's approval shall not be unreasonably withheld, conditional or delayed. Lessee shall have the right to permanently place utilities on (or to bring utilities across) the Property in order to service the Premises and the Antenna Facilities. City shall execute an easement evidencing this right upon Lessee's request if required by PG&E, PacBell or other utility to serve the Premises.

c. City shall not be required to provide Lessee exclusive rights for ingress, egress, and access to the Premises and Antenna Facilities during the term of this Lease or any renewal thereof. City shall not restrict Lessee's access across the Property to the Premises for the purpose of construction, operation, maintenance, modification and/or removal of Lessee's facilities.

d. This Lease shall be, except as herein specifically provided, without cost to City for the construction, development, maintenance and improvement of Lessee facilities on the Premises, including the extension of utility services to the Property. It shall be the sole responsibility of Lessee to construct, furnish, equip, maintain, and operate on the Premises at Lessee's sole cost and expense without liability to City.

7. Termination by Lessee. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, on thirty (30) days written notice as follows: (a) by Lessee upon a default of any covenant or term hereof by the City, which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Lessee's business; or (c) by Lessee if the Premises is or becomes unacceptable under Lessee's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong. Upon Termination, Lessee will return the Premises to its original condition, normal wear and tear and casualty excepted. However, Lessee will not be responsible for the reduction of any foundation to a depth greater than one foot below grade.

8. Termination by City prior to expiration. City shall have the right to immediately terminate this Lease, in whole or in part, on the occurrence of any of the following events:

a. Failure on the part of Lessee to pay rent when due, unless such failure is corrected within fifteen (15) days of Lessee's receipt of written notice by City.

b. Any filing by or the final adjudication of Lessee of any petition in bankruptcy or the making of any transfer of general assignment (except as provided for in item 17 below) for the benefit of creditors which has to be previously authorized by City.
c. The failure of Lessee to perform substantially or keep or observe any of the terms, covenants, and conditions which it is obligated to perform, keep or observe under this Lease after the expiration of a fifteen (15) day period following written notice given by the City to the Lessee to correct any such deficiency or default.

d. The abandonment of the leased Premises or any portion thereof by Lessee. Should this occur, City shall not be responsible for the custodial protection of personal property abandoned, even if necessary to remove same from the leased Premises for storage or disposal.

9. Equipment Removal: If Lessee fails to remove its equipment and clean the Premises to city's satisfaction, the City may remove said equipment and clean the site, and Lessee shall pay the full cost including ten percent (10%) for contingencies. The City Manager or designee, shall be the sole judge of the amount of money necessary to clean the Premises.

10. Taxes. Lessee shall recognize and understand that this Lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes on such interest. Lessee further agrees to pay, without the right to deduct from rental fees provided herein, all property taxes, if any, assessed during the term of this lease against Lessee's possessory interest in the Premises.

11. Insurance. Lessee shall provide, at its own expense and maintain at all times during the term of or any extensions of this Lease, the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the City. The policies or certificates shall name the City as an additional insured and shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the City by registered mail, return receipt requested, for all of the following stated insurance policies.

a. Worker's Compensation - in compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of $500,000.00.

b. General Liability - insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $1,000,000 for property damage or $2,000,000 combined single limit. This insurance shall indicate on the certificate of insurance the following coverage and indicate the policy aggregate limit applying to: Premises and operations; broad form contractual; independent contractors and subcontractors; and products and completed operations.

c. Automobile Liability - insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $1,000,000 for property damage or $2,000,000 combined single limit. This insurance shall cover any Lessee automobile for bodily injury and property damage.

If at any time any of said policies shall be unsatisfactory to the City, as to form or substance or if a company issuing such policy shall be unsatisfactory to the City, the Lessee shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as herein above provided. Such approval shall not
be unreasonably withheld. Upon failure of the Lessee to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the City, may be forthwith declared suspended, or terminated. Failure of the Lessee to obtain and/or maintain any required insurance shall not relieve the Lessee from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Lessee concerning indemnification. The City, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Worker’s Compensation. Lessee’s insurance policies shall include a provision that the coverage is primary as respects the City; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable rating of A-VII or with approval of the Risk Manager.

12. **Hold Harmless Agreement** The Lessee shall hold the City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney’s fees, and all costs and expenses, arising directly or indirectly out of any act at or omission of Lessee, whether or not the act or omission arises from the sole negligence or other liability of Lessee, or its agents, officers, employees, or volunteers relating to or during the performance of is obligations under this Agreement.

13. **Destruction of Property.** If the Property is destroyed or damaged so as, in Lessee’s judgment to hinder the effective use of the Antenna Facilities, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying City not more than 45 days following the date of damage. In such event, all rights and obligations of the parties shall cease as of 45 days from notification of termination or the removal of Lessees equipment, whichever is later and Lessee shall be entitled to the reimbursement of any Rent paid by Lessee on a pro rata basis.

14. **Condemnation.** If a condemning authority takes all of the Property, or a portion sufficient, in Lessee’s determination to render the Property or the Premises unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Lessee shall include, where applicable, the value of its Antenna Facilities, moving expenses, prepaid rent and business dislocation expenses). Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation. The City reserves its’ right of condemnation.

15. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to City, to:
City Manager  
City of Stockton  
425 N. El Dorado St.  
Stockton, CA 95202

With a copy to:
Richard K. Denhalter  
City Attorney, City of Stockton  
425 N. El Dorado St.  
Stockton, CA 95202
If to Lessee, to:  
CWP: Central Wireless Partnership  
6781 N. Palm  
Fresno, CA 93704  
Attn: General Manager

With a copy to:  
Beck & Ackerman  
Four Embarcadero Center  
Suite 760  
San Francisco, CA 94111  
Attn: Karen Ackerman

16. **Title and Quiet Enjoyment.**

   a. City warrants that it (i) has full right, power and authority to execute this Agreement; (ii) has good and unencumbered title to the Property and free and clear of any liens or mortgages, except as set forth in Exhibit D attached hereto; and City further warrants that Lessee shall have the quiet enjoyment of the Property for the purpose specified under this Lease during the term of this Lease or any renewal thereof.

   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 that may adversely affect Lessee’s use of the Premises or Lessee’s ability to obtain leasehold financing, Lessee shall have the right to terminate this Lease immediately upon written notice to City. A copy of this survey shall be attached and made part of Exhibit “B”.

   c. Lessee shall also have the right to have the Property surveyed, and, in the event that any defects are shown by the survey which, in the opinion of Lessee, may adversely affect Lessee’s use of the Property or Lessee’s ability to obtain leasehold financing, Lessee shall have the right to terminate this Lease immediately upon written notice to City.

   d. To the best of City’s knowledge and without any duty to investigate, hazardous substances have not been generated, stored or disposed of on the Premises nor have the same been transported to or over the Property. “Hazardous substance” shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. City will hold Lessee harmless from and indemnify Lessee against and from any damage, loss, expenses or liability resulting from any breach of this representation and warranty including all attorneys’ fees and costs incurred as a result thereof.

17. **Assignment.** Lessee may not assign or transfer this Lease Agreement in whole or part, sublet or license the leased Premises or any part thereof without the prior written consent of the City, said consent shall not be unreasonably withheld, conditional or
delayed; provided, however, CWP may assign or sublet without City’s prior written consent to its lender, Rural Telephone Finance Cooperative, and said lender’s assignees, to any or all of its general partners or to any party controlling, controlled by or under common control with CWP or to any party which acquires substantially all of the assets of CWP. Assignee shall be subject to the provision of this Lease and subject to the provision above. Additionally, Lessee may, with prior written approval from City, mortgage grant a security interest in this Lease and the Antenna Facilities, and may assign interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successor or assigns (hereinafter collectively referred to as “Mortgagees”). The City shall respond to Lessee’s request to assign within 30 days of receipt of said request. The City’s approval shall not be unreasonably withheld, conditional or delayed. Upon approval, City shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. City agrees to notify Lessee and Lessee’s Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

18. **Successors and Assigns.** This Lease shall run with the Property described in Exhibit A. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

19. **Waiver of City’s Lien.** City hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and City gives Lessee the right to remove all or any portion of same from time to time in Lessee’s sole discretion and without City’s consent.

20. **Miscellaneous.**

   a. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys’ fees and court costs, including appeals, if any.

   b. Each party agrees to furnish to the other such truthful estoppel information as the other may reasonably request.

   c. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representation or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

   d. City agrees to cooperate with Lessee in executing any documents (including but not limited to a Memorandum of Lease Agreement and Nondisturbance and Attornment Agreement) necessary to protect Lessee’s rights hereunder or Lessee’s use of the Property. City acknowledges that a Memorandum of the Agreement will be recorded in the Official Records of the County where the Property is located. Upon the expiration or earlier termination of this Agreement, Lessee agrees to record a quitclaim deed to evidence the termination of Lessee’s interest in the Property.
e. This Lease shall be construed in accordance with the laws of the State of California.

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

DATED as of the date first set forth above.

CITY: CITY OF STOCKTON LESSEE: CWP: Central Wireless Partnership

By: Dwane Milines Date
Its: City Manager

By: David S. Nelson Date
Its: General Manager

ATTEST:

By: Katherine Gorg Meierherr Date
Its: City Clerk of the City of Stockton

APPROVED AS TO FORM:

Richard K. Denhalter
City Attorney of the City of Stockton

By: Susana Alcala Wood Date
Its: Deputy City Attorney
STATE OF CALIFORNIA  
COUNTY OF FRESNO

On 9/21/44 before me, James Kuehn Strachan, Jr. Notary Public, personally appeared

David S. Nelson

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.

Notary Public  
My commission expires: July 19, 2003

STATE OF CALIFORNIA  
COUNTY OF FRESNO 
COUNTY OF SAN JOAQUIN

On 9/21/44 before me, Paulo Cazale Notary Public, personally appeared

Duane M. Jones

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.

Paulo Cazale  
Notary Public  
My commission expires: April 17, 2002
EXHIBIT B

TO THE Agreement dated SEP 21, 1999, by and between the City of Stockton, a municipal corporation of the State of California, as City and Central Wireless Partnership, as Lessee.

The location of the Premises within the Property is more particularly described or depicted as follows:

A survey shall be attached and made part of this Exhibit "B".
EXHIBIT C

TO THE Agreement dated SEP 21, 1999, by and between the City of Stockton, a municipal corporation of the State of California, as City and Central Wireless Partnership, as Lessee.

The location of Lessee's Antenna Facilities within the Premises within the Property is more particularly described or depicted as follows:

A copy of the Lessee's approved site plan shall be attached and made part of this Exhibit "C".
November 5, 2014

Mark Schrott, Vice President
Property Management
Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

SWENSON GOLF COURSE – WIRELESS COMMUNICATION SITE LEASE

Thank you for your letter dated May 8, 2014, notifying the City of your request to exercise its second renewal option to extend the term of the agreement associated with the above referenced lease (copy attached).

This action is regarding a lease dated September 21, 1999, with Central Valley Wireless Partnership for a ten year lease with five additional five year terms. The original lease has since been acquired by succession or assignment several times with Crown Castle being the present lessee.

The purpose of this letter is to inform you that your request for a second renewal is approved for the period, September 21, 2014 to September 21, 2019.

If you have any questions, please contact Jorge Barrera, Project Manager II, with the Economic Development Department/Asset Management Division at (209) 937-8063.

KURT WILSON
CITY MANAGER

KW:JTB
Attachment
Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

May 8, 2014

CITY OF STOCKTON
POST OFFICE BOX 2107
REVENUE SERVICES DIVISIONS
STOCKTON, CA 95202

Sent Via Certified Mail & First Class Mail
Tracking #: 70131090000096157612

RE: Agreement: 9/21/1999
BU Number: 873529
Lease Number: 159258
Site Name: Alexandria

Dear Landowner:

Pursuant to your Agreement with GoldenState Towers, LLC, please accept this letter as notification that GoldenState Towers, LLC is exercising its option to extend the term of this Agreement for an additional Five (5) year term from 9/21/2014 through 9/21/2019.

Should you have any questions regarding the above, please contact the Crown Castle Landowners Help Desk toll-free at 866.482.8890, or email LOHD@crowncastle.com for assistance.

If you are interested in extending your lease or learning more about other options that may be available to you, please call us toll-free at 866.482.8890. We would welcome the opportunity to speak with you. Your land is home to one or more of the towers that help us successfully conduct business in the wireless communications industry, and we are glad to have you as a member of the Crown Castle network.

Very truly yours,

Mark Schrott
Vice President
Property Management
ESTOPPEL

THIS INSTRUMENT is given as of this 27th day of October, 2003, by the City of Stockton, a municipal corporation of the State of California ("Lessor") to GoldenState Towers, LLC ("Assignee") and UbiquiTel Operating Company, successor in interest to VIA Wireless LLC, successor by merger to Central Wireless Partnership ("Lessee").

RECITALS

A. Lessor entered into a Telecommunications Site Lease Agreement or similar agreement (the "Lease"), dated as of September 21, 1999, with Lessee, a copy of which is attached hereto as Exhibit A, providing for Lessee's occupancy and use of the property more particularly described in the Lease (the "Premises").

B. Lessee desires to assign to Assignee its interest in the Lease.

C. Assignee and Lessee seek Lessor's acknowledgment, as of the date of execution of this Instrument, of certain matters affecting the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, intending to be legally bound:

1. Lessor's Estoppel Certificate. Lessor hereby certifies, with the understanding that Assignee and Lessee are relying upon the statements made herein, the following:

   a. The Lease constitutes the entire agreement between the parties with respect to the Premises. Except as attached as Exhibit A, the Lease has not been amended and there are no other agreements between Lessor and Lessee with respect to the property or the easements which are described in the Lease.

   b. The Lease is in full force and effect in accordance with its terms. Neither Lessee nor Lessor is in default under any of the terms of the Lease, and Lessor has not received actual or constructive notice of the existence of any event which with the passage of time or the giving of notice or both, would constitute a default under the Lease.

   c. Lessee's annual rent under the Lease is $12,000. All applicable Lease fees and rent and other charges and payments due Lessor from Lessee under the Lease have been paid in full through the date hereof (except reimbursements for real estate taxes, insurance, utilities or other reimbursements, if any, due for fiscal periods to the extent not yet payable).

   d. The Commencement Date of the Lease was September 21, 1999, and the current term of the lease will end on September 30, 2009, subject to Lessee's options to renew as set forth in the Lease.

2. Consent. Lessor hereby acknowledges and consents to Lessee's assignment of the Lease to Assignee and agrees that all terms of the Lease shall be in full force and effect between Lessor and Assignee as if Lessor and Assignee were the original parties to the Lease and that
such assignment shall not violate the terms of the Lease, will not create or cause the Assignee to be liable for monthly rent in excess of that currently paid by Lessee for the initial term of the Lease, or be considered a sublease under the terms of the Lease or any addenda thereto.

3. **Continued Operations of Lessee.** Lessee will continue to maintain and operate communications equipment at the Premises pursuant to an agreement with Assignee following Lessee’s assignment of the Lease to Assignee and Lessor acknowledges that no further consent is required.

4. **Consent.** The foregoing consents are conditioned upon execution by Assignee and Lessee of an assignment and assumption agreement substantially in the form attached hereto and incorporated by this reference as Exhibit B.

5. **Reliance.** Lessor understands that Assignee and Lessee are relying on the information contained in this Instrument, and agrees that Assignee and Lessee may rely on this information for purposes of determining whether to consummate their transaction. Further, Assignee’s and Lessee’s subsidiaries, affiliates, legal representative and successor and assigns may rely on the contents of this Instrument. A facsimile of this instrument delivered to Lessee by telecopier shall be deemed an original for all purposes.

IN WITNESS WHEREOF, Lessor has executed this Instrument as of the date set forth above.

**LESEOR:**

CITY OF STOCKTON,

a municipal corporation of the State of California

By:

Name:

Title:

APPROVED AS TO FORM

By: __________________________

Assistant City Attorney
LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made and entered into as of the 15th day of October, 2003, between UbiquiTel Operating Company, a Delaware corporation, (the “Assignor”), and GoldenState Towers, LLC, a Delaware limited liability company (the “Assignee”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, VIA Wireless LLC, a California limited liability company (“VIA”), and Assignee have entered into an Asset Purchase Agreement (the “Purchase Agreement”), dated as of June 12, 2003, pursuant to which VIA agreed to sell, assign, transfer, and convey to Assignee, and Assignee agreed to acquire and assume, among other things, the Lease;

WHEREAS, VIA merged with Assignor and Assignor succeeded to the rights and obligations of VIA under the Purchase Agreement;

WHEREAS, Assignor is the current lessee under that certain Site Lease last executed on and/or dated September 21, 1999 by and between Assignor, as successor in interest to VIA Wireless LLC, as successor in interest to Central Wireless Partnership, and City of Stockton, a municipal corporation of the State of California (as amended or modified, the “Lease”), for that certain real property more specifically described in Exhibit A attached hereto;

WHEREAS, that certain Memorandum of Lease last executed on and/or dated August 22, 2001 relating to the Lease, has been recorded on January 9, 2002, as document number 2002-004232, in the Office of the County Recorder of San Joaquin County, State of California; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement the parties desire to effect the assignment to Assignee of the Lease by Assignor's execution and delivery of this Assignment evidencing the vesting in Assignee of all right, title, and interest in and to the Lease.
NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment and Assumption.**

1.1. **Assignment.** Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts and assumes and takes from Assignor:

   (a) all right, title, interest, estate, privilege, and hereditament of Assignor in and to the leasehold estate created under and by virtue of the Lease; and

   (b) all right, title, interest, estate, privilege, and hereditament accruing to the Assignor arising under or by virtue of the Lease and the leasehold estate created under and by virtue thereof, or otherwise incident or appurtenant to the rights of the Assignor as lessee under the Lease or the leasehold estate created thereby.

1.2. **Assumption.** Assignee hereby assumes, as of the date hereof, and agrees to pay, perform, and discharge when due all the obligations and liabilities of Assignor arising under or in connection with the Lease; provided, however, that the Assignee does not hereby assume any liability relating to or arising from the breach or violation by Assignor of the Lease prior to the date hereof.

2. **General Provisions.**

2.1. **Terms of the Purchase Agreement Control.** Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Purchase Agreement, including, without limitation, the warranties, covenants, agreements, conditions and representations contained in the Purchase Agreement and, in general, any of the rights and remedies, and any of the obligations and indemnifications, of the Assignor or the Assignee set forth in the Purchase Agreement. In connection with the foregoing, the covenants, agreements, indemnifications, and limitations (including, but not limited to, the limitations provided in Section 10.1 and Article 11) provided in the Purchase Agreement with respect to the Lease conveyed hereunder are hereby incorporated herein by this reference as if herein set out in full. Said Lease is conveyed without warranty or representation, except as expressly provided in (and subject to the limitations of) the Purchase Agreement.

2.2. **Construction; Severability.** All section headings used hereby are for reference and identification purposes only and are not intended to, and shall not under any circumstances, serve to alter, amend, amplify, vary, or limit the express provisions hereof. In the event that any provision of this Assignment shall, for any reason, be held violative of any applicable law, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein which shall remain in full force and effect.

2.3. **Miscellaneous.** This Assignment (a) is executed pursuant to the Purchase Agreement and may be executed in counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, (b) shall be governed
by and in accordance with the internal laws of the State of California, without regard to the principles of conflicts of law thereof and (c) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

2.4. Amendment and Termination. This Assignment may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the day and year first above written.

ASSIGNOR:

UBIQUITEL OPERATING COMPANY,
a Delaware corporation

By: _______________________
    Name: Patricia E. Knese
    Title: Vice President

ACKNOWLEDGEMENT

State of Pennsylvania    )
    ) ss.
County of Montgomery     )

On October 15, 2003 before me, William H. Warburton, Notary Public, personally appeared Patricia E. Knese,

☑ personally known to me, or
☑ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
William H. Warburton

[Notarial Seal]

Notarial Seal
William H. Warburton, Notary Public
Conshohocken Borough, Montgomery County
My Commission Expires Feb. 21, 2006
Member, Pennsylvania Association of Notaries

2993-244246
18/23/2003 67:25A
4 of 7
ASSIGNEE:
GOLDENSTATE TOWERS, LLC
By: ________________________________
   Name: John F. Ricci
   Title: Chief Executive Officer

ACKNOWLEDGMENT

State of California    )
) ss.
County of Contra Costa )

On SEP 19 2003, before me, Susan Densmore, Notary Public, personally appeared John F. Ricci, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

______________________________
Susan Densmore

[Notary Public Seal]
EXHIBIT A

LEGAL DESCRIPTION
LEGAL DESCRIPTION FOR LEASE PARCEL: SWENSON PARK SITE 3CK-085

BASIS OF BEARINGS: NAD 83 CALIFORNIA ZONE 3 GRID

THAT PORTION OF SECTION 20, T.2N., R.6E., M.D.B.& M., IN THE CITY OF STOCKTON,
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING OWNED BY THE CITY OF
STOCKTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PARCEL TO BE DESCRIBED, SAID
POINT BEING AT NAD 83, CALIFORNIA ZONE 3 GRID COORDINATES AS FOLLOWS,
N21°19'17.11", E31°59'54.43", ESTABLISHED BY GPS, FAST STATIC METHOD
FROM USC&GS STATION "STOCKTON SW BASE" AND US BUREAU OF RECLAMATION
STATION "VALVE"; THENCE S6°40'14"E, 19.00 FEET; THENCE S82°41'40"W, 8.00 FEET;
THENCE N6°40'14"W, 19.00 FEET; THENCE N82°41'40"E, 9.00 FEET TO THE POINT OF
BEGINNING.

CONTAINING 162 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT, 10.00 FEET IN WIDTH, FOR ELECTRICAL POWER AND
TELEPHONE LINES, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE LEASE PARCEL DESCRIBED ABOVE;
THENCE S6°40'14"E, 10.00 FEET; THENCE S82°41'40"W, 178.06 FEET; THENCE
N7°18'20"W, 10.00 FEET; THENCE N82°41'40"E, 158.08 FEET TO THE SOUTHWEST
CORNER OF SAID LEASE PARCEL; THENCE N82°41'40"E, ALONG THE SOUTH LINE OF
SAID LEASE PARCEL, 8.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS, OVER AND ACROSS SAID
CITY OF STOCKTON PROPERTY, ALONG THE EXISTING OR ANY FUTURE TRAVELED
WAY FROM SAID LEASE PARCEL TO THE PUBLIC ROAD KNOWN AS ALEXANDRIA PLACE.

DATE: 2/5/99

PREPARED BY: ROBERT K. GOODNER, PLS 4548

LICENSED LAND SURVEYOR
ROBERT K.
GOODNER
CPG, PLLC
P.O. BOX 98
STATE OF CALIFORNIA
1509-4546

2063-244246
10/29/2063 97:25A
7 of 7
Recording requested by
and when recorded
return to:

Global Signal Inc.
301 North Cattleman Road
Suite 300
Sarasota, FL 34232
Attn: General Counsel

AGREEMENT REGARDING GROUND LEASE

THIS AGREEMENT REGARDING GROUND LEASE (this “Agreement”) is made as of **February 8, 2004**, between the party identified as “Landlord” on the signature page hereof (“Landlord”) and GOLDENSTATE TOWERS, LLC (“Tenant”).

RECEITALS:

A. Landlord and Tenant are now parties to the Lease dated September 21, 1991, a copy of which is annexed hereto as Exhibit A (the “Lease”), covering certain real property more particularly described on Exhibit A attached hereto;

B. Pursuant to a Purchase and Sale Agreement, dated on or about September 15, 2004, to be executed by and between VSS-GOLDENSTATE, LLC and Pinnacle Towers Acquisition LLC (“PTA”), PTA intends to acquire all, or substantially all of Tenant’s assets, including the Lease (“Tenant’s Assets”), by way of acquiring all of the equity interests in Tenant, or otherwise, and PTA requests that Landlord consent to (if required) and acknowledge the acquisition by PTA of Tenant’s Assets;

C. Following completion of, or in connection with, the acquisition of Tenant’s Assets, Morgan Stanley Asset Funding Inc. (together with its successors and assigns, “Lender”), desires to make a loan (the “Loan”) to Pinnacle Towers Acquisition LLC and certain of its affiliates including Tenant, secured by a mortgage or other security instrument (as amended or modified from time to time, the “Towers Finco Mortgage”), encumbering all of Tenant’s interest in the Lease.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto hereby agrees as follows:

Property: Alexandria (#6014-098)
1. To the extent any such consent is required by the Lease, Landlord hereby consents to the acquisition by PTA (or any affiliate thereof), directly or indirectly, of Tenant’s interest in the Lease.

2. **Estoppel Certificate.** Landlord certifies to PTA (and Lender may rely on such representations) that the following statements are true as of the date hereof:

   (a) Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit A), and the Lease is in full force and effect and contains the entire agreement between Landlord and Tenant with respect to the Property.

   (b) No default exists under the Lease on the part of Tenant, and, to Landlord’s knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

3. **Agreement with respect to the Lease.**

   (a) The Lender and any other lender (a “Leasehold Lender”) under any loan secured by a mortgage (or deed of trust) lien on Tenant’s (or any successor to Tenant by foreclosure or otherwise) interest in the Lease (each, as amended or modified from time to time, a “Leasehold Mortgage”) shall have all of the rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and to assign the Lease without Landlord’s consent.

   (b) Landlord shall deliver to the Leasehold Lender (at the address specified herein, or at such other address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Tenant under the Lease. No default notice from Landlord to Tenant shall be deemed effective as against Leasehold Lender unless received by Leasehold Lender.

   (c) If Tenant defaults on any monetary obligations under the Lease, Landlord shall accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender’s receipt of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as the Leasehold Lender is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Property, then Landlord agrees to give the Leasehold Lender a reasonable time to obtain possession of the Property and to cure such default.

   (d) The Lease may not be surrendered, cancelled or amended without the prior written consent of the Leasehold Lender.

   (e) If the Lease is terminated for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with Leasehold Lender on the same terms as the Lease, if the Leasehold Lender pays all past due amounts under the Lease within 30 days of notice of such termination.

4. **Memorandum of Lease.** To the extent the Lease or a memorandum thereof has not previously been recorded, this Agreement shall constitute a “memorandum of lease” under applicable State law and may be recorded in the applicable public records, the provisions of the
Lease (with certain financial terms redacted therefrom) being as set forth on Exhibit A annexed hereto and made a part hereof.

5. Notices. All notices sent to Leasehold Lender shall be in writing and sent by United States mail postage prepaid or other reputable courier service at the following address: 1221 Avenue of the Americas, 27th Floor, New York, New York 10020.

6. Miscellaneous.

(a) If this Agreement is inconsistent with the Lease, this Agreement shall control.

(b) This Agreement shall be binding upon Landlord and its successors and shall benefit Leasehold Lender.

(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord and the Leasehold Lender. This Agreement may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.

[SIGNATURE PAGES FOLLOW]
[TENANT SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned, by its member, pursuant to proper authority of its operating agreement and/or bylaws, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

<table>
<thead>
<tr>
<th>, a ___ limited liability company</th>
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</thead>
<tbody>
<tr>
<td>By:</td>
</tr>
<tr>
<td>Name: _________________________</td>
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<tr>
<td>Title: Member</td>
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</tbody>
</table>
[IF TENANT IS A LIMITED LIABILITY COMPANY AND AGREEMENT IS EXECUTED BY AN INDIVIDUAL THAT IS A MEMBER:]

State of ____________
County of ____________

On ______________, 2004, before me, the undersigned officer, personally appeared ________________________, who acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Managing Member of the limited liability company (hereinafter, the "LLC"); and that as such Managing Member, being duly authorized to do so pursuant to its bylaws or operating agreement, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself / herself in his / her authorized capacity as such Managing Member as his / her free and voluntary act and deed and the free and voluntary act and deed of said LLC.

Witness my hand and official seal.

__________________________
Notary Public
My commission expires:
IN WITNESS WHEREOF, the undersigned, by its corporate member by its duly elected officer(s) and pursuant to proper authority of its board of directors has duly executed, acknowledged and delivered this instrument as its true act and deed.

| ____________________________, a ______ limited liability company |
| By: __________________________ |

| ____________________________, a ______ corporation, its member |
| By: __________________________ |
| Name: __________________________ |
| Title: __________________________ |
[IF TENANT IS A LIMITED LIABILITY COMPANY AND AGREEMENT IS EXECUTED BY ITS CORPORATE MEMBER:]

State of ____________
County of ____________

On ________________________, 2004, before me, the undersigned officer, personally appeared ______________________ personally known and acknowledged himself / herself / themselves to me (or proved to me on the basis of satisfactory evidence) to be the ______________________ of the corporate member (hereinafter, the "Corporation"), which said corporation is the member of the foregoing signing limited liability company (the "LLC"), and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself / herself / themselves in his/her/their authorized capacities as such officer(s) as his / her / their free and voluntary act and deed and the free and voluntary act and deed of said Corporation and LLC.

Witness my hand and official seal.

__________________________
Notary Public
IN WITNESS WHEREOF, the undersigned has duly executed, acknowledged and delivered this instrument as its true act and deed.

<table>
<thead>
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<th>LANDLORD:</th>
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<tr>
<td>CITY OF STOCKTON,</td>
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<tr>
<td>a municipal corporation of the State of California</td>
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<tr>
<td>By:</td>
</tr>
<tr>
<td>Name:</td>
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<tr>
<td>Title:</td>
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</tbody>
</table>

APPROVED AS TO FORM

CITY ATTORNEY

Assistant City Attorney
State of California
County of 

On February 8, 2007, before me, the undersigned officer, personally appeared
personally known and acknowledged himself/herself to
me (or proved to me on the basis of satisfactory evidence) to be the person who executed the
within instrument in his/her authorized capacity and that by his/her signature(s) on the
instrument the person(s) or the entity upon behalf of which the person acted, executed the
instrument as its free and voluntary act and deed.

Witness my hand and official seal.

Notary Public

KAREN A. COSTA
Commission # 1450427
Notary Public - California
San Joaquin County
My Comm. Expires Nov 10, 2017
EXHIBIT A

Lease and Legal Description
LEGAL DESCRIPTION FOR LEASE PARCEL: SWENSON PARK SITE SCK-085

BASIS OF BEARINGS: NAD 83 CALIFORNIA ZONE 3 GRID

THAT PORTION OF SECTION 20, T.2N., R.6E., M.D.B.& M., IN THE CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING OWNED BY THE CITY OF STOCKTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PARCEL TO BE DESCRIBED, SAID POINT BEING AT NAD 83, CALIFORNIA ZONE 3 GRID COORDINATES AS FOLLOWS, N21°11'17.81", E531'954.49", ESTABLISHED BY GPS, FAST STATIC METHOD FROM USC&GS STATION "STOCKTON SW BASE" AND US BUREAU OF RECLAMATION STATION "VALVE", THENCE S6°40'14"E, 19.00 FEET; THENCE S82°41'40"W, 9.00 FEET; THENCE N6°40'14"W, 19.00 FEET; THENCE N82°41'40"E, 9.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 162 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT, 10.00 FEET IN WIDTH, FOR ELECTRICAL POWER AND TELEPHONE LINES, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE LEASE PARCEL DESCRIBED ABOVE; THENCE S6°40'14"E, 10.00 FEET; THENCE S82°41'40"W, 178.98 FEET; THENCE N7°18'20"W, 10.00 FEET; THENCE N82°41'40"E, 168.08 FEET TO THE SOUTHWEST CORNER OF SAID LEASE PARCEL; THENCE N82°41'40"E, ALONG THE SOUTH LINE OF SAID LEASE PARCEL, 9.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS, OVER AND ACROSS SAID CITY OF STOCKTON PROPERTY, ALONG THE EXISTING OR ANY FUTURE TRAVELED WAY FROM SAID LEASE PARCEL TO THE PUBLIC ROAD KNOWN AS ALEXANDRIA PLACE.

DATE: 2/5/93

PREPARED BY: ROBERT K. GOODNER, PLS 4548

LICENSED LAND SURVEYOR
ROBERT K. GOODNER
STATE OF CALIFORNIA
LS 4548

2003-244246
13/33/2003 67.125A
1 of 1
DATE: September 9, 2005

TO: KATHERINE GONG MEISSNER, City Clerk

FROM: PAULA CAZALE, Executive Assistant

RE: FIRST AMENDMENT TO SWENSON GOLF COURSE WIRELESS COMMUNICATION SITE LEASE AGREEMENT BETWEEN THE CITY OF STOCKTON AND GOLDENSTATE TOWERS, LLC.

Attached is a fully executed Amendment dated July 19, 2005. Said amendment was authorized by City Council Resolution No. 05-0306, adopted on July 19, 2005.

Said amendment may be retained for your files.

RICHARD E. NOSKY, JR.
CITY ATTORNEY

By: Paula Cazale
EXECUTIVE ASSISTANT

PC:plc

Attachment

cc: Administrative Services Dept. (Attn: Kathy Whitman)
Parks & Recreation Dept. (Attn: David Kroll)
Goldenstate Towers, LLC.
125 Ryan Industrial Court, Suite 109
San Ramon CA 94583
FIRST AMENDMENT TO SWENSON GOLF COURSE WIRELESS COMMUNICATION SITE LEASE AGREEMENT

THIS FIRST AMENDMENT (the "First Amendment") is made and entered into as of the day of JUL 19 2005, 2005, between the CITY OF STOCKTON, a municipal corporation in the County of San Joaquin, State of California, (the "City") and GOLDENSTATE TOWERS, LLC, a Delaware Limited Liability Corporation, (the "Lessor").

WITNESSETH

WHEREAS, on September 21, 1999, the City of Stockton, a municipal corporation in the County of San Joaquin, State of California, and CENTRAL WIRELESS PARTNERSHIP entered into the SWENSON GOLF COURSE WIRELESS COMMUNICATION SITE LEASE AGREEMENT (the "Agreement"); and

WHEREAS, CENTRAL WIRELESS PARTNERSHIP was the successor by merger to VIA WIRELESS, LLC, and VIA WIRELESS, LLC was the successor in interest to UBIQUITEL OPERATING COMPANY, a Delaware corporation; and

WHEREAS, on October 15, 2003, the Agreement was assigned from UBIQUITEL OPERATING COMPANY, a Delaware corporation to GOLDENSTATE TOWERS, LLC, a Delaware limited liability corporation; and

WHEREAS, VSS-GOLDENSTATE TOWERS, LLC's assets were acquired by PINNACLE TOWERS ACQUISITION, LLC, a wholly owned subsidiary of GLOBAL SIGNAL, INC., as evidenced by the Agreement Regarding Ground Lease dated February 8, 2005, by and between the Lessor and GOLDENSTATE TOWERS, LLC;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Section 1 of the Agreement, entitled "Premises," is hereby amended by increasing the amount of square feet, as follows:

   1. Premises. Subject to the following terms and conditions, City grants to Lessee a lease (the "Lease") for a portion of that real property described in Exhibit "A" ("Property") attached and incorporated herein by reference. The Premises located at 6803 Alexandria Place are comprised of 269 square feet more or less and are situated within the Property as described and depicted in "Amended Exhibit "B" attached hereto and incorporated herein by this reference.

2. Section 4(a) of the Agreement, entitled "Rent," is hereby amended, as follows:

   4. Rent.

      a. As of the "Effective Date" (as hereinafter defined) of this First Amendment, Lessee shall pay City, as rent, the sum of One Thousand, Five Hundred Dollars ($1,500.00) per month ("Rent"). Rent shall be payable on the first day of each month, in advance, to the City of Stockton at the address listed herein. If the Lease is commenced other that on the first day of
the month, the rent shall be prorated for that first month for the number of days from the commencement date to the end of the month.

3. Exhibit "B" of the Agreement shall be deleted in its entirety and in its place thereof is substituted:

   "Amended Exhibit "B", Description of Premises"

4. Exhibit "C" of the Agreement shall be deleted in its entirety and in its place thereof is substituted:

   "Amended Exhibit "C", Lessee's Site Plan"

5. Effective Date. The effective date of this First Amendment shall be the day the City issues a building permit for the construction of the new improvements to be constructed in/on the Premises.

6. All other terms and conditions of said lease not expressly amended by this First Amendment shall remain in full force and effect as stated in the original Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the date first above written.

CITY OF STOCKTON

MARK LEWIS, ESQ.
CITY MANAGER

By...
MARK LEWIS, Esq.

APPROVED AS TO FORM:
RICHARD E. NOSKY
CITY ATTORNEY

By...
Deputy City Attorney

ATTEST:

KATHERINE GONG MEISSNER
CITY CLERK

GOLDENSTATE TOWERS, LLC
By: GLOBAL SIGNAL SERVICES, LLC
Its: MANAGER
By: Brett Buggeln
Title: Director of Real Estate
CITY MANAGER

County of San Joaquin, State of California:

On __________/________/05, before me, the undersigned, a Notary Public in and for said State, personally appeared ________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity (ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Witness my hand and official seal.

______________________
Notary Public
My commission expires:

CITY ATTORNEY

County of San Joaquin, State of California:

On __________/________/05, before me, the undersigned, a Notary Public in and for said State, personally appeared ________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity (ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Witness my hand and official seal.

______________________
Notary Public
My commission expires:
CITY CLERK

County of San Joaquin, State of California:

On ______/_______/05, before me, the undersigned, a Notary Public in and for said State, personally appeared __________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Witness my hand and official seal.

______________________________

Notary Public

My commission expires:
STATE OF FLORIDA
COUNTY OF SARASOTA

I, a Notary Public of the County and State aforesaid, certify that Brett Buggeln personally appeared before me this day and acknowledged that he is the Director of Real Estate of Global Signal Services LLC, and is personally known to me or produced __________________ as identification, and who acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 5th day of July, 2005.

Notary Public - State of Florida
Printed Name: Angelita Anderson Stephens

EXHIBIT 'A'

Property

The Property is legally described as follows:

San Joaquin County APN: 097-110-17 AKA Swenson Park
LEGAL DESCRIPTION FOR LEASE PARCEL
ALEXANDRIA CELL SITE SCK 085

LEGAL DESCRIPTION FOR LEASE PARCEL

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THE LINE FROM CITY OF STOCKTON MONUMENT "14N-8" TO CITY OF STOCKTON MONUMENT "14N-7", WHICH READS S69°32'28"W, 1544.60'

THAT PORTION OF SECTION 20, T.2N., R. 6E, M.D.B.&M. IN THE CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING OWNED BY THE CITY OF STOCKTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISK MARKING COS MONUMENT STAMPED "14N-8" IN MONUMENT BOX AT CENTERLINE INTERSECTION OF BENJAMIN HOLT DRIVE AND HARRISBURG PLACE; THENCE S69°32'28"W, 1544.60' TO A BRASS DISK MARKING COS MONUMENT STAMPED "14N-7", LS 6670 LOCATED AT NORTH SIDE OF BENJAMIN HOLT APPROXIMATELY 100 FEET WEST OF ALEXANDRIA PLACE; THENCE N14°48'37"W, 1475.07' TO THE POINT OF BEGINNING OF THE LEASE AREA; THENCE FROM SAID POINT OF BEGINNING S84°59'30"W, 17.71'; THENCE N05°03'51"W, 7.00'; THENCE N84°59'30"E, 7.00'; N06°47'42"W, 12.67'; THENCE N81°54'40"E, 10.53'; THENCE S06°43'25"E, 20.23' BACK TO THE POINT OF BEGINNING.

CONTAINING 259.40 SQUARE FEET, MORE OR LESS.

DATE: 7-12-05

TIMOTHY R. HOLDENER
L.S. 7636, EXPIRES 12-31-2006
### Detailed Site Survey

**Global Signal**

**Alexandria Cell Site SCK 085**

**City of Stockton**  
Department of Public Works

<table>
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<th>REV. DATE</th>
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</table>

**Scale:** 1" = 10'

**Amended Exhibit "B", Description of Premises**

Page 2 of 2

---

**Overall Site Survey**

**Scale:** 1" = 80'

- Lease Area 259.40 sq. ft.

---

**Detail Site Survey**

**Global Signal**

**Alexandria Cell Site SCK 085**

**City of Stockton**  
Department of Public Works

<table>
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<th>REV. NO.</th>
<th>REV. DATE</th>
<th>REV. BY</th>
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<tr>
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</table>

**Scale:** 1" = 10'

---

**Digitized:** 7/8/05  
**Dwg. By:** JMN  
**Ck. By:**

---

**Revision Approved By City Engineer**

---

**Licensed Land Surveyor:**

**Exp. 12-31-08**

---

**State of California**

---

**Point of Beginning**

- N38°59'30"W, E37'N, L10'

---

**Monopole**

- E10' Wide Easement

---

**Parking Lot**

- E1 Oak Tree 36' W

---

**Iron Fence**

- E Vertical Curb

---

**Cabinet**

- E Chain Link Fence

---

**Storage Restrooms**

- City of Stockton Monument 14N-8

---

**Lease Area 259.40 sq. ft.**

---

**City of Stockton Monument 14N-7:**

- S69°32'28"W, 1544.60' Basis of Bearings

---

**Swenson Golf Course**
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GRAND TOTAL $ 51,290.47
City of Stockton

Cell Tower Records (Includes payment history)

Valverde Park – 2418 Arden
DATE: March 7, 2003

TO: KATHERINE GONG MEISSNER, City Clerk

FROM: MICHAEL T. RISHWAHIN, Assistant City Attorney

RE: COMMUNICATIONS SITE LEASE AGREEMENT BETWEEN THE CITY OF STOCKTON AND CINGULAR WIRELESS, LLC FOR THE CONSTRUCTION AND OPERATION OF A MINOR COMMUNICATIONS FACILITY AT VALVERDE PARK IN NORTHEAST STOCKTON

Attached is a fully executed Lease dated April 24, 2002. Said lease was authorized by City Council Resolution No. 02-0272, adopted on May 14, 2002.

Said lease may be retained for your files.

OFFICE OF THE CITY ATTORNEY

By: MICHAEL T. RISHWAHIN
ASSISTANT CITY ATTORNEY

MTR:plc

Attachment

cc: Administrative Services Dept. (Attn: John Hinson)
Parks & Recreation Dept. (Attn: Debbie Brink)
Housing & Redevelopment Dept. (Attn: Ron Palmquist)
Memorandum of Lease

THE SIGNER DECLARES

DOCUMENTARY TRANSFER TAX -0-

The Leasehold is less than 35 years

There are no current leases on this property

The Assignment of Leases is for a leased interest in the leasehold

Leases are unrecorded

Lease(s) are recorded on: Book: Forget
RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:
Cingular Wireless LLC
3851 N. Freeway Blvd.
Sacramento, California 95834

Attention: Laurie Schmidt, Property Manager

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of April 24, 2002, is
between the City of Stockton, ("Lessor"), and Cingular Wireless LLC, a Delaware limited liability company,
on behalf of Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless
("Lessees").

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement
("Lease") dated as of April 24, 2002, covering certain premises ("Premises") situated on certain real
property located in the City of Stockton, County of San Joaquin, 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 San Joaquin
County, California;

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

1. **Demeise.** Lessor leases the Premises to Lessee (together with access rights), and Lessee hires 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 with Lessee's
commercial operation of its mobile/wireless communications facilities on the Premises, or June 1, 2003, whichever
is earlier 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 STOCKTON

By: [Signature]
Name: MARK LEWIS, ESQ.
Its: City Manager
Date: 3/21/02

LESSEE:
CINGULAR WIRELESS, LLC,
a Delaware limited liability company, on behalf of Pacific Bell Wireless, LLC,
a Nevada limited liability company, d.b.a. Cingular Wireless

By: [Signature]
Name: JOHN P. BRAMOW, JR.
Title: REGIONAL MANAGER
Date: 4-24-02

ATTEST:
By: [Signature]
Name: KATHERINE GONG MEISSNER
Its: City Clerk of the City of Stockton
Date: 5/22/02

APPROVED AS TO FORM:
Office of the City Attorney
By: [Signature]
Its: Deputy City Attorney
Date: 

(Notarization Page Follows)
STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

On May 21, 2002, before me, Paulo Cazale, 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: [Signature]

(SEAL)

PAULA CAZALE
COMM. # 1547540
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Commission Expires APR. 17, 2006

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On 4/24/02, before me, Bruce A. Piland, personally appeared John P. Branyw,
In., 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: [Signature]

(SEAL)

BRUCE A. PILAND
Commission # 1301881
Notary Public - California
Sacramento County
My Comm. Expires Apr 22, 2005
EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

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

All that certain piece or parcel of land situate, lying and being in the City of Stockton, County of San Joaquin, State of California, more particularly described as follows:

Lot 604 of Fox Creek Unit No. 13, as said lot is as designated and delineated on the map of Fox Creek Unit No. 13, filed for record in Book of Maps and Plats, Volume 25, at Page 9, San Joaquin County Records.

Contains 6.835 acres, more or less.

Commonly known as: 2418 East Arden Lane, Stockton, CA 95210

Assessor's Parcel Number: 090-170-56
COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of April 24, 2002, is between Cingular Wireless LLC, a Delaware limited liability company, on behalf of Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless ("Lessor") whose address is 4420 Rosewood Drive, Building 2, 3rd Floor, Pleasanton, California 94588, and the City of Stockton, ("Lessor") whose address is 6 East Lindsay Street, Stockton, California 95204.

The parties hereto agree as follows:

1. **Premises.** Lessor owns the real property legally described in Exhibit "A" commonly known as 2418 East Arden Lane, Stockton, California (Assessor’s Parcel Number 090-170-56) ("Lessor’s Property"). 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 provisions of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee’s intended use of the Premises.

3. **Conditions Precedent.** This Lease is conditioned upon Lessee, or Lessee’s assigns, obtaining all governmental permits and approvals enabling Lessee, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises.

4. **Term.** The term of this Lease ("Term") shall be five (5) years commencing with Lessee’s commercial operation of its mobile/wireless communications facilities on the Premises, or June 1, 2003, 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 the Renewal Term shall be the same terms and conditions of this Lease, except that the 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 year Term or any Renewal Term.

5. **Rent.** Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of One Thousand Dollars ($1,500.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor or Lessor’s payee specified in Paragraph 17, Miscellaneous. Upon the commencement of each renewal term, Rent shall be increased to the extent of any percentage increase which occurred during the previous term or Renewal Term in the Consumer Price Index, [e.g. All Items, Base 1982-84 Index as published by the United States, Department of Labor Bureau of Labor Statistic’s for All Urban Consumers in the San Francisco-Oakland-San Jose Metropolitan statistical area] provided that in no event shall Rent be increased by more than 15% of the Rent paid during the previous term.

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, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month for which Rent should have been paid.

SA-369-03 final
6. **Improvements; Access.**

(a) Lessee shall have the right (but not the obligation) 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 and 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 or pre-construction work, Lessee will have insurance as set forth in Section 12, Insurance. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee’s contemplated use, then Lessee will notify Lessor and this Lease will terminate.

(b) Lessee has the right to 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 a monopole supporting structure and improvements (“Lessee’s Facilities”). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee’s communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Lessee’s construction and installation work shall be performed at Lessee’s sole cost and expense 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. Lessee has the right to remove all Lessee’s Facilities at its sole expense on or before the expiration or termination of this Lease.

(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. 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. Lessee’s exercise of such rights shall not cause undue inconvenience to Lessor.

(d) Lessor shall maintain all existing access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee’s use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

(e) 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, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor’s Property in order to service the Premises and Lessee’s Facilities. Upon Lessee’s request, Lessor shall execute recordable easement(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) Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises in its original condition, less ordinary wear and tear. Upon removal of the Lessee’s Facilities, Lessee, however, shall not be required to remove any foundation, cables or wires below twelve (12) inches below grade.

7. **Interference with Communications.** Lessee’s Facilities shall not disturb the communications configurations, equipment and frequency which exist on Lessor’s Property on the date of this Lease (“Pre-existing Communications”), and Lessee’s Facilities shall comply with all non-interference rules of the Federal Communications Commission (“FCC”). Lessor shall not permit the use of or any activity upon any portion of Lessor’s Property in a way which interferes with the communications operations of Lessee described in Paragraph 2, above. Such interference with Lessee’s communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to
Lessee, and therefore, Lessee shall have the right to bring action to enjoin such interference or to terminate the Lease immediately upon notice to Lessor. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the date of this Lease shall not be deemed interference.

8. **Taxes.** Lessee shall pay personal property taxes assessed against Lessee’s Facilities and Lessor shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease.

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 or maintain, licenses, permits or other approvals necessary to the construction or operation of Lessee’s Facilities; or (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to 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; or (v) 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.

10. **Destruction of Premises.** If the Premises or Lessor’s Property is destroyed or damaged so as in Lessee’s judgment to hinder its effective use of Lessor’s Property, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than 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 Lessor’s Property, 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, bonus value of the lease 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.**

(a) 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.

(b) Each party to this Lease shall each maintain standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective improvements, or personal 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. Lessee 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 Lessor.
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 that neither Lessor’s Property nor the Premises have been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, 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 Lessor’s Property or 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, return receipt requested, confirmed fax, or reliable overnight mail to the address of the respective parties set forth below:

**Lessor:**

City of Stockton  
6 East Lindsay Street  
Stockton, CA 95204  
Attn: Pete Waller  
Telephone: 209/937-8318  
Facsimile: 209/937-8260

**Lessor’s Payee:**

City of Stockton – Department of Parks and Recreation  
6 East Lindsay Street  
Stockton, CA 95204  
Attn: Elyenne Haymore

**Lessee:**

c/o Cingular Wireless  
Mail Code GAN02  
Attn: Network Real Estate Administration  
6100 Atlantic Blvd.  
Norcross, GA 30071

SA-869-03 final
With a copy to: Leasing Dept.
Cingular Wireless
3851 North Freeway Blvd.
Sacramento, CA 95834

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) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney’s fees and court costs, including appeals, if any.

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

(g) Upon request either party may require that a Memorandum of Lease be recorded in the form of Exhibit “C”.

(h) 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.

(signedature page follows)
IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LESSOR:
THE CITY OF STOCKTON

By: 
Name: MARK LEWIS, ESQ.
Its: City Manager
Date: 5/21/02

LESSEE:
PACIFIC BELL WIRELESS, LLC,
a Nevada Limited Liability Company
(db a Cingular Wireless)

By: 
Name: JOHN P. BRAMOW, JR.
Title: REGIONAL MANAGER
Date: 4/24/02

ATTEST:
By: 
Name: KATHERINE GONG MEISSNER
Its: City Clerk of the City of Stockton
Date: 5/22/02

APPROVED AS TO FORM:
Office of the City Attorney
By: 
Its: Deputy City Attorney
Date: 

SA-369-03 final
EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

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

All that certain piece or parcel of land situate, lying and being in the City of Stockton, County of San Joaquin, State of California, more particularly described as follows:

Lot 604 of Fox Creek Unit No. 13, as said lot is as designated and delineated on the map of Fox Creek Unit No. 13, filed for record in Book of Maps and Plats, Volume 25, at Page 9, San Joaquin County Records.

Contains 6.835 acres, more or less.

Commonly known as: 2418 East Arden Lane, Stockton, CA 95210

Assessor’s Parcel Number: 090-170-56
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 in the attached survey labeled Exhibit B-1.

Notes:

1. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
2. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
3. 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.
This page is not available in electronic format.
Original Hard Copy On File In City Clerk's Office.

Document Type: MAP, OVERSIZED
Page(s): 1
Title: West Lane/Pyrenees SA-869-03 2418 East Arden Lane Stockton, CA 95210 San Joaquin County Site Survey C-1

Author: Evans Surveys Inc
Reference: Contract C-02-137 Exhibit B-1
GroupWise Imaged Document(s) #: 32066.1
EXHIBIT C

RECORDING REQUESTED BY, AND WHEN RECORDED, RETURN TO:
Cingular Wireless LLC
3851 N. Freeway Blvd.
Sacramento, California 95834

Attention: Laurie Schmidt, Property Manager

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of ______________, 2002, is between the City of Stockton, ("Lessor"), and Cingular Wireless LLC, a Delaware limited liability company, on behalf of Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement ("Lease") dated as of ______________, 2002, covering certain premises ("Premises") situated on certain real property located in the City of Stockton, County of San Joaquin, 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 San Joaquin County, California;

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

1. Demise. Lessor leases the Premises to Lessee (together with access rights), and Lessee hires 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 with Lessee's commercial operation of its mobile/wireless communications facilities on the Premises, or June 1, 2003, whichever is earlier 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 STOCKTON

By: __________________________
Name: MARK LEWIS, ESQ.
Its: City Manager
Date: _________________________

LESSEE:
CINGULAR WIRELESS, LLC,
a Delaware limited liability company, on behalf of
Pacific Bell Wireless, LLC,
a Nevada limited liability company, d.b.a.
Cingular Wireless

By: __________________________
Name: _________________________
Title: _________________________
Date: _________________________

ATTEST:

By: __________________________
Name: KATHERINE GONG MEISSNER
Its: City Clerk of the City of Stockton
Date: _________________________

APPROVED AS TO FORM:

Office of the City Attorney

By: __________________________
Its: Deputy City Attorney
Date: _________________________

(Notarization Page Follows)
STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN  

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: ________________________________ (Seal)  


STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO  

On ________________ before me, Bruce A. Piland, personally appeared John P. Bramow,  
Jr., 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  
instrument the person(s) acted, executed the instrument.  

WITNESS my hand and official seal.  

Signature: ________________________________ (Seal)  

SA-860-03 final
EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

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

All that certain piece or parcel of land situate, lying and being in the City of Stockton, County of San Joaquin, State of California, more particularly described as follows:

Lot 604 of Fox Creek Unit No. 13, as said lit is as designated and delineated on the map of Fox Creek Unit No. 13, filed for record in Book of Maps and Plats, Volume 25, at Page 9, San Joaquin County Records.

Contains 6.835 acres, more or less.

Commonly known as: 2418 East Arden Lane, Stockton, CA 95210

Assessor's Parcel Number: 090-170-56
TO: Mayor and City Council

FROM: Christine Tien, Interim Director
Parks and Recreation

SUBJECT: RESOLUTION: LEASE AGREEMENT BETWEEN THE CITY AND CINGULAR WIRELESS LLC FOR THE CONSTRUCTION AND OPERATION OF A MINOR COMMUNICATIONS FACILITY AT VALVERDE PARK IN NORTHEAST STOCKTON

RECOMMENDATION

Adopt a resolution authorizing the City Manager to enter into a lease agreement with Cingular Wireless, LLC, for the purpose of constructing a minor communications facility at Valverde Park.

DISCUSSION

Background

Cingular Wireless, LLC (CW) is proposing to lease approximately a 240-square foot area along the south side of Valverde Park to construct a freestanding 66-foot high slimline wireless communication monopole with light standard and related ground mounted equipment cabinets. CW has indicated the need to improve the reception of their wireless communication system within this area of Stockton.

The galvanized monopole would replace an existing 30-foot high light standard along the north side of an existing concrete path. The related equipment would be situated on a pad to the west of the proposed monopole on the south side of the path, just north of Mosher Slough. The equipment area will be secured with a six-foot high wrought iron fence, and the equipment and fence will be painted dark green. CW shall also be responsible for the planting of nine (9) 24-inch box trees around the wireless facility.

In November of 2000, authorization was granted for a similar project at Swenson Park Golf Course.

Present Situation

On March 20, 2002, the Stockton Parks and Recreation Commission approved the proposal presented by CW. On April 25, 2002 the Stockton Planning Commission approved the location and development plan presented by CW.
RESOLUTION: LEASE AGREEMENT BETWEEN THE CITY AND CINGULAR WIRELESS LLC FOR THE CONSTRUCTION AND OPERATION OF A MINOR COMMUNICATIONS FACILITY AT VALVERDE PARK IN NORTHEAST STOCKTON (Page 2)

NOTIFICATION

Publication was made in The Record ten days in advance of City Council action in accordance with Article V, Section 510, as amended, of the Stockton City Charter.

FINANCIAL SUMMARY

Under the terms of the lease agreement, CW will pay the City $1,500 per month rent which will be earmarked for playground improvements. Annually, this rent will be increased by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers.

Respectfully submitted,

CHRISTINE TIEN, INTERIM DIRECTOR PARKS AND RECREATION

Approved by City Manager

MARK LEWIS, CITY MANAGER

CT:PW:rm
MEMORANDUM

November 4, 2005

TO: Mark Lewis, City Manager
FROM: Pamela Sloan, Director of Parks and Recreation
SUBJECT: CONSENT AGREEMENT WITH CLEARWIRE FOR VALVERDE PARK WIRELESS COMMUNICATION FACILITY

Summary
In 2002, The City entered into an agreement with Cingular Wireless (now T-Mobile) to lease approximately 240 square feet of Valverde Park for a wireless communication facility. This Consent Agreement would allow Clearwire, LLC, to co-locate ground equipment and antennas on the existing wireless communications monopole tower at Valverde Park. The City Attorney's office was consulted and feels the proposed Consent Agreement (attached) is an appropriate vehicle to allow Clearwire to install their facilities on the existing monopole and within the existing lease area at Valverde Park. Clearwire has entered into a separate agreement with T-Mobile to allow Clearwire to install their antenna on T-Mobile's monopole. There will be no increase in the amount of ground space leased. Clearwire will pay a one time lease/rent payment of $10,000.00. Furthermore, since the lease boundary is not changing, The City Attorney's office does not feel the agreement needs City Council approval. As with the original lease, the Clearwire funds will be earmarked for playground improvements.

Discussion
On March 20, 2002, the Parks and Recreation Commission reviewed the original lease agreement with Cingular Wireless for a wireless communication facility at Valverde Park and recommended its approval to the City Council. On May 14, 2002, the City Council approved the "Communication Site Lease Agreement" with Cingular Wireless. Cingular Wireless installed a 70 foot monopole and related ground mounted equipment in an approximately 240 square foot area. The monopole replaced an existing 30 foot light pole. Through changes in business names, assignments and mergers, T-Mobile is successor to Cingular and is now the lessee. T-Mobile is paying $1,500 per month rent.

Clearwire is launching wireless internet service in Stockton. Clearwire has identified the current monopole antenna at Valverde Park as an antenna location that would provide service to the most residential and business customers with the least inconvenience. Clearwire is proposing to co-locate their antennas on the existing monopole at Valverde Park and to place a ground mounted cabinet within the existing ground lease area. Clearwire's antennas would be approximately 50 feet high on the monopole. The Stockton Municipal Code encourages co-location on existing towers such as this and requires that the Commission be notified of the proposed installation. The existing "Communication Site Lease Agreement" provides that only T-Mobile's equipment may
be located at the lease area. The City Attorney's office was consulted and feels the proposed Consent Agreement (attached) is an appropriate vehicle to allow Clearwire to install their facilities on the existing monopole and within the existing lease area at Valverde Park. Clearwire has entered into a separate agreement with T-Mobile to allow Clearwire to install their antenna on T-Mobile's monopole.

PAMELA SLOAN, DIRECTOR
PARKS AND RECREATION

PS:pb

Attachment

::ODMA\GRPWISE\COS.PR.PR_Library:68215.1
CONSENT AGREEMENT

This Consent Agreement is dated as of November 7, 2005 and entered into by and between the City of Stockton ("Master Landlord"), and Clearwire LLC, a Nevada limited liability company ("Clearwire").

RECITALS

Master Landlord is the Owner of the property more fully described in Exhibit A ("Property") attached hereto, Master Landlord and TMO CA/NV, LLC, successor in interest to Cingular Wireless LLC ("T-Mobile") are parties to that certain Communications Site Lease Agreement approved by the City Council on May 14, 2002, by Resolution No. 02-0272, ("Master Lease"), whereby Landlord has leased a portion of the Property to T-Mobile.

T-Mobile and Clearwire are parties to that certain Site License ("SLA") dated September 30, 2005, attached as Exhibit B, whereby T-Mobile has subleased certain ground space within its leased premises and space on its tower to Clearwire as more fully described therein.

Clearwire seeks Master Landlord's consent to the SLA.

Master Landlord is willing to grant such consent pursuant to the terms and conditions set forth below.

WHEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Master Landlord and Clearwire hereby agree as follows:

1. Master Landlord hereby consents to the SLA

2. Master Landlord's consent is specifically conditioned upon a one-time payment of ten thousand dollars ($10,000.00) ("Consent Fee") by Clearwire to Master Landlord, due within thirty (30) days of the Commencement Date of the SLA.

3. This Consent applies to and binds the heirs, successors, executors, administrators and assigns of the parties thereto. Any provision of this Consent Agreement which is unenforceable or invalid or contrary to law, (or its inclusion would affect the validity or enforcement of this Consent Agreement) shall be of no effect, and the remaining terms and provisions of this Consent Agreement shall subsist and be fully effective. In the event any dispute between Clearwire and/or Master Landlord should result in litigation, the prevailing party shall be reimbursed for all reasonable costs incurred in connection with such litigation, including, without limitation, reasonable attorney's fees. This Consent shall be construed according to the laws of the State of California. Any notice under this Consent shall be given in writing and forwarded by certified mail, return receipt requested, or sent by reliable overnight carrier, addressed as follows:

Master Landlord: City of Stockton
425 E. El Dorado St.
4. Clearwire 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 Consent Agreement shall each maintain standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective improvements, or personal 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. Clearwire shall name the Master Landlord as an additional insured with respect to the above Commercial General Liability insurance. Clearwire shall have the right to self-insure to any of the above insurance.

5. Clearwire may assign this Consent Agreement at any time upon prior approval of the Master Landlord and T-Mobile or is assignee/successor.
6. Clearwire agrees to abide by all terms and conditions of the Master Lease as if fully setforth herein.

IN WITNESS WHEREOF, the parties have executed this Consent Agreement as of the day and year first written above.

Master Landlord:
City of Stockton

By: ____________________________
Print Name: Mark Lewis, Esq.
Its: City Manager
Date: _________________

Clearwire:
Clearwire LLC, a Nevada limited liability company

By: ____________________________
Print Name: John A. Storch
Its: VP Network Deployment
Date: _________________

APPROVED AS TO FORM AND CONTENT

By: ____________________________
Deputy City Attorney
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GRAND TOTAL $ 55,661.20
City of Stockton
Cell Tower Records (Includes payment history)
Vacant Land Owned by City - 1814 S. Union
COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of July 8, 2003, is between Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless ("Lessee") whose address is 4420 Rosewood Drive, Building 2, 3rd Floor, Pleasanton, California 94588, and ARMONDO RIOS TORRES AS HIS SOLE AND SEPARATE PROPERTY ("Lessor") whose address is 133 W. El Campo Avenue, Stockton, CA 95207-2841.

The parties hereto agree as follows:

1. **Premises.** Lessor represents that Lessor owns the real property legally described in Exhibit "A" commonly known as 1814 S. Union Street, Stockton, California (San Joaquin County Assessor’s Parcel Number 169-040-09). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor’s property ("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 provisions of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee’s intended use of the Premises.

3. **Condition Precedent.** This Lease is conditioned upon Lessee, or Lessee’s assigns, obtaining all governmental licenses, permits and approvals enabling Lessee, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises.

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 ("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. Each Renewal Term shall be on the same terms and conditions as set forth herein. 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 year Term or any Renewal Term.

5. **Rent.** Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Six Hundred and 00/100 Dollars ($600.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor at Lessor’s address specified at the beginning of this Lease. Throughout the Term and any Renewal Term, Rent shall be adjusted annually as of the anniversary of the Commencement Date to the extent of any percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for all Consumers in the San Francisco-Oakland-San Jose Metropolitan area (hereinafter "CPI"). The rental adjustment shall be calculated by multiplying the Rent then in effect by a fraction, the denominator of which is the CPI in effect as of the calendar month fourteen full months prior to the anniversary date, and the numerator of which is the CPI in effect two full months prior to the anniversary date. Notwithstanding the foregoing, in no event shall Rent be increased by more than five percent (5%) of the Rent paid during the previous year or less than three percent (3%) of the Rent paid during the previous year.

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, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month.

Lessee may expand the Premises for its equipment beyond the square footage of the Premises with Lessor’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and Rent shall be increased in proportion to the extra square footage included in the revised Premises.

Within thirty (30) days following the full execution of this Lease, Lessee shall pay Lessor a one-time fee of Six Hundred Dollars ($600.00) for its right to enter and conduct surveys, inspections and tests prior to the Commencement Date.
6. **Improvements: Access.**

   (a) Lessee shall have the right (but not the obligation) 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 and 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 or pre-construction work, Lessee will have insurance as set forth in Section 12, **Insurance.** Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor and this Lease will terminate.

   (b) Lessee has the right to construct, maintain, install, repair 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, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Lessee shall have the right to install any warning signs on or about the Premises required by federal, state or local law. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense 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 or its equipment lessors or assigns. Lessee's Facilities shall not be considered fixtures. Lessee has the right to remove any or all of Lessee's Facilities at its sole expense on or before the expiration of this Lease or within sixty (60) days after an early termination of this Lease.

   (c) Lessor shall provide Lessee, Lessee's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. 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, and to remove them therefrom. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor.

   (d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

   (e) 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, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(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) Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises to Lessor in good condition, less ordinary wear and tear.

7. **Interference with Communications.** Lessee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on Lessor's Property on the Commencement Date ("Pre-existing Communications"), and Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission. Lessor shall not permit the use of any portion of Lessor's Property in a way which interferes with the use of the Premises described in Paragraph 2, above. Such interference with Lessee's communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore, Lessee shall have (i) the right to bring action to enjoin such interference and (ii) the right to terminate the Lease immediately upon notice to Lessor, in addition to any other rights or remedies at law or in equity. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the Commencement Date shall not be deemed interference. Subsequent to the date of this Lease, Lessor shall not use its Property or permit its lessees, licensees or invitees to use Lessor's Property for transmission or reception of communications or signals without the express prior written consent of Lessee, which consent shall not be unreasonably withheld. Lessee's consent may be withheld if interference with Lessee's transmissions, receptions, operations, or use of frequency will result due to such use, whether or not such interference is with Lessee's frequencies or otherwise.
8. **Taxes.** Lessee shall pay personal property taxes assessed against Lessee’s Facilities and Lessor shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Lease.

9. **Termination.**

(a) This Lease, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a material 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. This Lease may be terminated by Lessee without further liability for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date.

(b) This Lease may also be terminated by Lessee without further liability on thirty (30) days prior written notice if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating Lessee’s Facilities or using the Premises in the manner described in Paragraph 2 above; or if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference.

10. **Destruction of Premises.** If the Premises or Lessor’s Property is destroyed or damaged so as in Lessee’s judgment, to hinder its effective use of Lessor’s Property, Lessor shall make available to Lessee within five (5) days a temporary site on the Property (or on another property owned or controlled by Lessor) which in Lessee’s sole discretion is equally suitable for Lessee’s use. Lessee may construct, operate, and maintain substitute Lessee’s Facilities thereon until Lessee’s Facilities are fully restored and operational on the Premises. Rent shall abate in full during any time that Lessee is unable to operate Lessee’s Facilities on the Property. Alternatively, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than 30 days following the date of damage or destruction.

11. **Condemnation.** If a condemning authority takes all or a portion of Lessor’s Property, which in Lessee’s opinion is sufficient to render the Premises unsuitable for Lessee’s use, then Lessee may terminate this Lease 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, bonus value of the lease 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, covering Lessee’s use, occupancy and operations on the Premises; (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 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 damages 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. Lessee 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 Lessor.

14. **Title and Quiet Enjoyment.**

(a) Lessor represents and warrants that it has full right, power, and authority to execute this Lease. Lessor further represents and warrants that it has obtained all necessary approvals and consents, and has taken all necessary action to enable Lessor to enter into this Lease and allow Lessee to install and operate Lessee’s Facilities on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of Lessor’s Property.

(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 that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, 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.**

Notices shall be in writing and shall be delivered to Lessee, c/o Cingular Wireless, Attn: Network Real Estate Administration, 6100 Atlantic Boulevard, Mail Code: GAND2, Norcross, GA 30071, with a copy concurrently to Cingular Wireless, Attn: Legal Department, 2521 Michelle Drive, 2nd Floor, Tustin, CA 92780, and to Lessor, Attn: Armando Rios Torres, to the address of the respective party given at the beginning of this Lease, or to the address specified in the most recent written notice of any change in address. Delivery of notices shall be made by hand, U.S. mail return receipt requested or reliable overnight courier.

If Lessee is to pay Rent to a payee other than the Lessor, Lessor shall notify Lessee in advance in writing of the payee’s name and address.

The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney’s fees and court costs, including appeals, if any.

Lessor shall obtain for the benefit of Lessee a reasonable Non-Disturbance Agreement from the present and any future mortgagee(s) or holder(s) of a deed of trust confirming that Lessee’s right to quiet possession of the Premises during this Lease shall not be disturbed, so long as Lessee is not in default under this Lease.

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.

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

This Lease shall be governed under California law, and be binding on and inure to the benefit of the successors and permitted assigns of the respective parties.

Upon request either party may require that a Memorandum of Lease be recorded confirming the (i) Lease commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

This Lease constitutes the entire Lease between the parties, and supersedes all understandings, 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, modifications or waivers of any of the terms and conditions of this Lease must be in writing and executed by both parties.
IN WITNESS WHEREOF, the parties have entered into this Lease effective as of the date first above written.

LESSEE: PACIFIC BELL WIRELESS, LLC,
a Nevada limited liability company
d/b/a Cingular Wireless
By: GSM FACILITIES, LLC its sole member
By: CINGULAR WIRELESS LLC its agent
By: John P. Bramon Jr.
Name: John P. Bramon Jr.
Title: Real Estate & Construction Manager
Date: 7-14-03

F. Kevin Flaherty
WEST REGION RE & C
8/20/03

LENSOR: ARMONDO RIOS TOTTES
AS HIS SOLE AND SEPARATE PROPERTY
By: Armando Rios Torres
Name: Armando Rios Torres
Title: Owner
Tax ID #: 608-12-7155
Date: 7/08/2005
EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

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

The following described property is in the City of Stockton, County of San Joaquin, State of California:

LOT 10 OF INDUSTRIAL CENTER, ACCORDING TO THE OFFICIAL MXAP OF PLAT THEREOF FILED FOR RECORD MARCH 14, 1992 IN BOOK 10 OF MAPS AND PLATS, PAGE 48 SAN joaquin COUNTY RECORDS.

Assessor's Parcel Number: 169-040-09

Commonly known as: 1814 S. Union Street, Stockton, CA
EXHIBIT B

DESCRIPTION OF PREMISES

The Premises consist of those areas described/shown below and where Lessee's communications antennas, equipment, cables and utilities occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.

1814 S. UNION STREET
STOCKTON, CA
APN 169-040-09

PROPOSED
30' x 30'
LEASE
PREMISES

ACCESS EASEMENT

UTILITY EASEMENT

NOT TO SCALE

A final drawing, Site Plan, or copy of a property survey substantially 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.
T-MOBILE

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("Amendment") is made by and between ARMANDO RIOS TORRES, (previously and erroneously denoted as "Armando Rios Torres" in the original Communications Site Lease Agreement) as his sole and separate property (together with his successors and assigns, "Lessor"), and TMO CAL/NV, LLC, a Nevada limited liability company, d/b/a T-Mobile, as successor in interest to Pacific Bell Wireless, LLC, a Nevada limited liability company, (together with its successors and assigns, "Lessee").

RECITALS

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into a Communications Site Lease Agreement dated July 8, 2003, (as may be supplemented and amended, the "Lease"); whereby Lessor leased to Lessee certain Premises, therein described and otherwise used by Lessee (the "Premises"), that are a portion of the Property located at 1814 S Union Street, Stockton, CA 95206 (the "Property");

WHEREAS, Lessee desires a reduction in its Rent obligations under the Lease and Lessor is willing to reduce Lessee's Rent obligations for a certain period of time, provided Lessee commits to pay Rent to Lessor for a rent lock-in period.

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease to accomplish the foregoing on the following terms and conditions;

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Term. The current term (whether such term is the initial term, a renewal term, a modified term or other name) is hereby amended so that starting on the first day of October, 2007, (the "Extension Date") such current term shall continue for sixty (60) months, expiring on September 30, 2012 (the "Modified Term"), and rent for any partial month or partial year of the current term prior to the Extension Date shall be prorated. After the Modified Term, and notwithstanding anything to the contrary in any renewal provisions of the Lease, Lessee shall have the right to renew the Lease for up to five (5) additional sixty (60) month periods (each a "Renewal Term"). Each Renewal Term shall automatically commence, on the same terms and conditions of the Lease, without further action by Lessee, unless Lessee provides Lessor with written notice of its intention not to renew at least ninety (90) days prior to the end of the Modified Term or of any Renewal Term.

2. Modification of Rent. Commencing on the Extension Date, the rent ("Rent") payable under the Lease for the Modified Term shall be Four Hundred Sixty and No/100 Dollars ($460.00) per month, subject to adjustments as provided below. The Rent shall be paid monthly to Lessor, in advance by the fifth day of each month throughout the Modified Term.

3. Future Rent Increases/Rent Proration. The Lease is amended to provide that commencing on October 1, 2012, and each subsequent anniversary thereafter including any Renewal Term, monthly Rent shall be increased by two percent (2%) of the monthly Rent in effect immediately prior to the adjustment date. Rent for any partial period shall be prorated on a per diem basis.
4. Modification of Lessee’s Obligation to Pay – Rent Lock-In. Lessee hereby agrees that Lessee will be obligated to pay the Rent due hereunder for the sixty (60) month period immediately following the Extension Date (the “Rent Lock-In Period”), and such obligation will not be subject to offset or abatement by Lessee, or adversely impacted by termination of the Lease by Lessee. Notwithstanding the foregoing, or any term or condition to the contrary in the Lease, Lessee shall have the right during the Rent Lock-In Period to immediately terminate the Lease upon written notice, if and only if Lessee is substantially unable to use the Premises for its permitted “use” (i) for a period of ninety (90) days due to casualty damage, or (ii) due to a taking or condemnation under the power of eminent domain, as of the date of acquisition or possession by the condemning authority, or (iii) due to the failure of Lessor to cure Lessor’s default under this Lease within thirty (30) days after receipt of notice of such default, or (iv) due to any material interference to Lessee’s use of the Premises which remains unresolved after ten (10) days notice from Lessee to Lessor. In the event of such termination, and as of the date of such termination, Lessee shall have no obligation to pay the Rent due during the remaining Rent Lock-In Period.

5. Notices. All notices, requests, demands and communications under the Lease as amended hereby will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows: (i) as to Lessee, T-Mobile, 12920 SE 38th St., Bellevue, WA 98006, ATTN: Lease Administrator and Legal Department, with a copy to TMO CA/NV, LLC, d/b/a T-Mobile, 2380 A Baso Lane, Concord, CA 94520, ATTN: Property Management, and (ii) as to Lessor, Armando Rios Torres, 6333 Pacific Ave Ste 256, Stockton, CA 95207-3713. Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days’ prior written notice to the other as provided herein.

6. Other Terms and Conditions Remain. The Lease is amended to incorporate all the provisions set forth on Schedule I attached hereto, if applicable. In the event of any inconsistencies between the Lease and this Amendment and the provisions set forth on Schedule I, the terms of this Amendment and Schedule I shall govern and control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment; provided, however, that nothing contained in this Amendment or in any other document shall be deemed or construed so as to waive or modify any right or option of the Lessee under the Lease, except to the extent expressly modified in this Amendment. This Amendment may be executed in multiple counterparts and signatures sent by facsimile or e-mail may be treated as original signatures.

7. Miscellaneous. Lessor acknowledges that: (a) this Amendment is entered into of the Lessor’s free will and volition; (b) Lessor has read and understands this Amendment and the underlying Lease and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Lessor’s decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; and (c) Lessor has been advised and is informed that should Lessor not enter into this Amendment, the underlying Lease between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

[[SIGNATURES APPEAR ON THE FOLLOWING PAGE]]
IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Amendment effective as of July 8, 2027 ("Effective Date").

| Lessor: ARMANDO RIOS TORRES, as his sole and separate property |
| By: [Signature] |
| Name: Armando Rios Torres |
| Title: Owner |
| Tax ID: 608129156 |

| Lessee: TMO CA/NV LLC, a Nevada limited liability company, d/b/a T-Mobile |
| By: [Signature] |
| Name: Ambre Blatter |
| Title: Director Engineering & Operations |

Please see attached California Acknowledgment.
SCHEDULE I

1. Expansion of Permitted Use: Lessor hereby agrees Lessee shall have the right without the requirement of obtaining Lessor’s consent, to modify, supplement, replace, upgrade, expand or refurbish the equipment related to the Lessee’s communications facility ("Communications Facility"), increase the number of antennas thereon or relocate the Communications Facility within the Premises at any time during the term or any renewal term of this Lease. Lessor shall cooperate with Lessee in all respects in connection with the foregoing. If Lessor does not comply with the terms of this section, Lessee may exercise all of its rights and remedies under law or equity including without limitation, to terminate this Lease and upon such termination, shall have no further liability to Lessor.

2. Expansion of the Premises. Lessor grants Lessee the right, to the extent practicable and on a space available basis, to enlarge the Premises (the "Additional Premises"), so that Lessee may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communications Facility or to any equipment related thereto, as determined by Lessee in its sole discretion. In the event Lessee requires Additional Premises for such purposes, the monthly Rent payable for such Additional Premises shall be One and No/100 Dollar ($1.00) per square foot (the "Additional Rent"). The Additional Rent shall be compensation for space utilized by the expansion of Lessee’s (or any Premises sublessee’s) room/cabinet/ground area and for expansion of the antenna area(s) beyond the original space but Lessee’s (or any Premises sublessee’s) addition of coaxial cables, raceways, conduits and other ancillary equipment and such related space usage, shall not require or result in increased rent. The Additional Rent shall be payable to Lessor similarly as set forth for Rent in Section two (2) of the Amendment and shall be subject to adjustments from time to time as similarly set forth for Rent in Section three (3) of the Amendment. Lessor agrees to take such actions and enter into and deliver to Lessee such documents as Lessee reasonably requests in order to affect and memorialize the lease of the Additional Premises to Lessee. Lessor and Lessee agree that each and every reference in the Lease to the "Premises" shall also include the "Additional Premises" (if any).
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On July 5, 2007 before me, personally appeared Armando Rios Torres

Leah G. L. Croft, Notary Public
Name and Title of Officer (A.D. Jane Doe, Notary Public)

Name(s) of Signer(s)

I, 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

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: T-Mobile First Amendment to Communications Site Lease Agreement

Document Date: 7-5-07 Number of Pages: 3

Signer(s) Other Than Named Above: Lessee

Capacity(ies) Claimed by Signer(s)
Signer's Name: Armando Rios Torres

☐ Individual
☐ Corporate Officer — Title(s): 
☐ Partner — Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: Lessee

Signer Is Representing: 

Signer's Name:

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:
ESTOPPEL CERTIFICATE

"Effective Date" shall mean: 10/03/2007

"Premises" shall mean: a portion of the property known as 1814 S. Union Street, Stockton, CA 95206 / APN # 169-040-09, as listed in Exhibit A attached hereto, as described in the Lease.

"Tenant" shall mean: Omnipoint Communications, Inc.

"Landlord" shall mean: Armando Rios Torres

"Recipient" shall mean: Old Republic Title Company

Re: File No. SC07839A

The undersigned hereby certifies to Recipient, its successors and assigns, the following as of the Effective Date:

1. The undersigned is the "Tenant" under a lease dated July 8, 2003, covering the above-referenced Premises, which lease, together with all amendments and modifications thereto shall be collectively referred to as the "Lease": NONE

2. The Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises and is in full force and effect.

3. The initial 5 term of the Lease has commenced and Tenant has 5 renewal options of 5 years each. Tenant has accepted possession of the Premises and is the actual occupant in possession and has not sublet or assigned Tenant’s leasehold interest, except as described herein.

4. To Tenant’s knowledge (which means to the actual knowledge of the undersigned manager-level employee of Tenant without further investigation or inquiry) as of the Effective Date, there exists no breach or default, nor state of facts which, with notice, the passage of time, or both, would result in a material breach or default on the part of either Tenant or Landlord, except for matters related to the following: NONE

5. Tenant is currently obligated under the Lease to pay base rent of $660.07 per month. To Tenant’s knowledge (as defined above), Tenant has no existing claims of offset or defense against Tenant’s obligation to pay rent under the Lease. The amount of security deposit paid to and currently retained by Landlord under the Lease is.

6. Tenant has paid the base rent and other amounts due to Landlord at least through the Effective Date under the Lease.
7. Nothing contained herein shall be construed to modify or change any of the terms and provisions of the
Lease.

The foregoing certifications shall not be deemed to be an affirmative representation, warranty or covenant and
shall in no event subject Tenant to any liability, the sole effect of the same being to estop Tenant from making
any assertions to Recipient contrary to said certifications. Further the statements made or facts contained in this
Estoppel Certificate are made to Tenant's knowledge (as defined above) as of the Effective Date, and shall not
operate or be construed as a waiver of any of Tenant's claims or rights based on additional or new information
or agreements with Landlord. Tenant shall have no obligation to update this Estoppel Certificate.

This Estoppel Certificate is delivered for the sole use of the Recipient. It may not be relied upon by or
distributed to any other person, firm or corporation or used for any other purpose without the expressed prior
written consent of the undersigned. In addition, Recipient may not rely upon this Estoppel Certificate if there
are facts known to Recipient, Landlord, their respective boards of directors, managers, owners, officers,
employees and/or agents if such facts would render this Estoppel Certificate incorrect unless and until Recipient
and/or Landlord discloses, in writing, those facts to the undersigned, and the undersigned authorizes reliance
upon this Estoppel Certificate after the disclosure of such facts.

TENANT:
Omnipoint Communications, Inc.

By: __________________________

Name: Anhre Blatter

Title: Interim Market Director – Sacramento

Date: 10-24-07
ASSIGNMENT OF LESSOR’S INTEREST LEASES

THIS ASSIGNMENT OF LESSOR’S INTEREST LEASES (the “Assignment”) is made as of October 11, 2007 by and between Armando Rios Torres, Rodolfo Castro Torres and Linda Lorraine Torres (“Assignor”), and Redevelopment Agency of the City of Stockton, a public body, corporate and politic (“Assignee”).

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of May 8, 2007 (“Sale Agreement”); and

WHEREAS, the Sale Agreement provides, among other things, that Assignor shall assign to Assignee certain leases and Assignee shall assume all of the obligations of Assignor under such leases from and after the date of such assignment, and that Assignor and Assignee shall enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment of Leases. Assignor hereby assigns, sets over and transfers to Assignee all of its right, title and interest in, to and under those certain leases and other occupancy agreements listed in Exhibit A attached hereto and incorporated herein by this reference (“Leases”); provided, however, that Seller reserve all of their rights or interests under any indemnity provided by any party to any Lease. Assignee hereby assumes the performance of all of the terms, covenants, obligations and conditions imposed upon Assignor under and with respect to the Leases accruing or arising on or after the Closing (as defined in the Sale Agreement).

2. Indemnity by Assignee. Assignee shall indemnify, defend and hold Assignor and its affiliates harmless from any and all losses, liabilities, damages, expenses or claims arising from any breach or default in the performance of any of Assignee’s obligations under or related to the Leases, or this Assignment on or after the Closing.

3. Indemnity by Assignor. Assignor shall indemnify, defend, and hold Assignee and its affiliates harmless from any and all losses, liabilities, damages, expenses or claims arising from any breach or default in the performance of any of Assignor’s obligations under or related to the Leases, or this Assignment before the Closing.

4. Attorneys’ Fees. If either party hereto brings any action or suit against the other party hereto by reason of any breach of any covenant, condition, agreement or provision of this Assignment on the part of the other party, the prevailing party shall be entitled to recover from the other party all costs and expenses of the action or suit, including reasonable attorneys’ fees, charges and costs, in addition to any other relief to which it may be entitled.
5. **GOVERNING LAW.** THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO THE CONFLICT-OF-LAW RULES AND PRINCIPLES OF SAID STATE.

6. **Successors, etc., Bound by Assignment.** This Assignment shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

7. **Captions.** The marginal headings or titles to the sections and paragraphs of this Assignment and the title of this instrument are not part of the Assignment but are inserted for convenience only and shall have no effect upon the construction or interpretation of any part of this Assignment.

8. **Amendments.** No provision of this Assignment may be amended, changed or waived except by a written instrument signed by Assignee and by Assignor (or, in the case of a waiver, by the party against whom enforcement of the waiver is sought).

9. **Further Acts.** Each party, upon the request of the other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Assignment.

**ASSIGNOR:**

By [Signature]

Name Amanda Rios Torres

By [Signature]

Name Rodolfo Castro Torres

By [Signature]

Name Linda Lorraine Torres

**ASSIGNEE:**

Redevelopment Agency of the City of Stockton,
a public body, corporate and politic

By [Signature]

Name J. Gordon Palmer, Jr.

Its City Manager

**APPROVED AS TO FORM AND CONTENT**

By [Signature]

Assistant City Attorney
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On Oct. 22, 2022 before me, Karen A. Costa, Notary Public,

Name and Title of Officer (i.e., Judge, Notary Public)

personally appeared J. Gordon Palmer Jr.

Name(s) of Signer(s)

Personally known to me

(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

Signature of Notary Public

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of Lease's Interest Leases

Document Date: ____________________________ Number of Pages: __________________________

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ____________________________

Signer is Representing: ____________________________

Right Thumbprint of Signer: ____________________________

Top of thumb here

Signer's Name: ____________________________

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ____________________________

Signer is Representing: ____________________________

Right Thumbprint of Signer: ____________________________

Top of thumb here

© 2008 Notarial Notary Association · 1300 De Soto Ave. #2, Palo Alto, CA 94303 · Chula Vista, CA 91910-0403 · Item No. 6907 v009 · Returnable Call Toll-Free 1-800-876-8827
EXHIBIT A

The land referred to is situated in the County of San Joaquin, City of Stockton, State of California, and is described as follows:

Lot 10 of Industrial Center, according to the Official Map or Plat thereof Filed for Record March 14, 1922 in Book 10 of Maps and Plats, page 48, San Joaquin County Records.

APN: 169-040-09
November 15, 2012

T-Mobile Site ID: SC07839A

Re: The lease ("Lease") for the premises located at or about 1814 S UNION ST, Stockton, CA 95206 ("Site"), and the transfer of the Lease to T-Mobile West Tower LLC.

2nd NOTICE WITH CORRECTION OF CLERICAL ERRORS AND CLARIFICATION REGARDING CROWN SUBSIDIARY (UNDERLINED)

Dear Landlord:

On October 16, 2012, T-Mobile USA, Inc. ("T-Mobile") sent you a notification of T-Mobile’s agreement, dated September 28, 2012, with Crown Castle International Corp. ("Crown") regarding Crown’s management and operation of the T-Mobile tower portfolio ("Agreement"). The body of that letter contained clerical errors regarding the subsidiaries of T-Mobile and Crown. We sincerely apologize for the inconvenience these errors may have caused. The corrected notice is below.

T-Mobile expects this transaction to close approximately at the end of November, 2012. At closing, T-Mobile (including its affiliates) will assign the Lease and all of its rights in the Site and Lease to T-Mobile West Tower LLC. T-Mobile West Tower LLC will then enter into a master prepaid lease (basically a sublease) which grants certain rights to a subsidiary of Crown. These rights include the right to manage and operate the Site and an option in the future to acquire T-Mobile’s (including its affiliates) interest in the Site. T-Mobile West Tower LLC will remain the owner of the rights, title in and interest in and to the Site until the Crown subsidiary exercises the option. Additionally, a subsidiary of T-Mobile will continue to maintain its communications facilities (including modifications) on the Site as part of the Agreement with Crown.

You should receive a follow-up letter with further details around the time this transaction closes. If you have any questions about this notice, please e-mail us at propertymanagement@t-mobile.com or call (877) 373-0093.

Sincerely,

Allan Tantillo
Director

PG93530-R2
T-Mobile

T-Mobile USA, Inc.
12920 SE 38th Street, Bellevue, WA 98006

Redevelopment Agency of Stockton
425 N Ei Dorado St
Stockton, CA 95202-1951

October 16, 2012

T-Mobile Site ID: SC07839A

Re: The lease for the premises located at or about 1814 S UNION ST, Stockton, CA 95206 (the “Lease”), and the transfer of the Lease to T3 Tower 1 LLC

Dear Landlord:

This letter serves as notice that on September 28, 2012, T-Mobile USA, Inc., (“T-Mobile”) entered into a Master Agreement ("Master Agreement") with Crown Castle International Corp., ("Crown") regarding Crown’s management and operation of the T-Mobile tower portfolio, which your site is a part of.

T-Mobile expects this transaction with Crown to close approximately at the end of November, 2012. Pursuant to the terms of the Master Agreement, T-Mobile will, at Closing, transfer the Lease to T3 Tower 1 LLC. T3 Tower 1 LLC will grant Crown the right to manage and operate the site at the above premises by entering into a master lease (basically a sublease). will remain the owner of the rights, title and interest in and to this site. Additionally, T-Mobile will continue to maintain its communications facilities on the site.

T-Mobile/Crown will send you a follow-up letter with further details around the time this transaction closes. If you have any questions about this notice, please e-mail us at propertymanagement@t-mobile.com.

Sincerely,

[Signature]

Allan Tantillo
Director, Titan Towers

PG93530
T-Mobile

T-Mobile USA, Inc.
12920 SE 38th Street, Bellevue, WA 98006

City of Stockton
6 E Lindsay St
Stockton, CA 95202-1912

November 15, 2012

T-Mobile Site ID: SC07869A

Re: The lease ("Lease") for the premises located at or about 2418 ARDEN LN, Stockton, CA 95210 ("Site"), and the transfer of the Lease to T-Mobile West Tower LLC.

2nd NOTICE WITH CORRECTION OF CLERICAL ERRORS AND CLARIFICATION REGARDING CROWN SUBSIDIARY (UNDERLINED)

Dear Landlord:

On October 16, 2012, T-Mobile USA, Inc. ("T-Mobile") sent you a notification of T-Mobile's agreement, dated September 28, 2012, with Crown Castle International Corp. ("Crown") regarding Crown's management and operation of the T-Mobile tower portfolio ("Agreement"). The body of that letter contained clerical errors regarding the subsidiaries of T-Mobile and Crown. We sincerely apologize for the inconvenience these errors may have caused. The corrected notice is below.

T-Mobile expects this transaction to close approximately at the end of November, 2012. At closing, T-Mobile (including its affiliates) will assign the Lease and all of its rights in the Site and Lease to T-Mobile West Tower LLC. T-Mobile West Tower LLC will then enter into a master prepaid lease (basically a sublease) which grants certain rights to a subsidiary of Crown. These rights include the right to manage and operate the Site and an option in the future to acquire T-Mobile's (including its affiliates) interest in the Site. T-Mobile West Tower LLC will remain the owner of the rights, title in and interest in and to the Site until the Crown subsidiary exercises the option. Additionally, a subsidiary of T-Mobile will continue to maintain its communications facilities (including modifications) on the Site as part of the Agreement with Crown.

You should receive a follow-up letter with further details around the time this transaction closes. If you have any questions about this notice, please e-mail us at propertymanagement@t-mobile.com or call (877) 373-0093.

Sincerely,

[Signature]

Allan Tantiillo
Director

PG90903-R2
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**GRAND TOTAL**  
$ 15,186.88
City of Stockton

Cell Tower Records – City acquired property after payment made in-full to prior property owner

501 W. Weber Ave.
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

NAME: Old Republic Title Company- Attn: Post Closing
ADDRESS: 530 S. Main St, Suite 1031
CITY/STATE/ZIP: Akron, OH 44311

ASSIGNMENT OF LEASE AGREEMENT

Old Republic ESCROW NO. 16061303

APN: 137-380-140-000;
137-380-150-000; 137-380-160-000;
137-380-170-000; 137-380-180-000;
137-280-300-000

Documentary Transfer Tax $ 522.50
☐ Computed on full value of property
☐ Computed on full value less liens and encumbrances
remaining at time of sale
☐ Computed on full value of lease surpassing the 35 year
term limit
☐ Computed on leased area of the property

Signature of Declarant or agent—Firm Name
ASSIGNMENT OF LEASE AGREEMENT

This ASSIGNMENT OF LEASE AGREEMENT (the "Agreement") dated \textit{Nov 15}, 2016 (the "Effective Date") by and between 501 W. Weber, LLC, a California limited liability company, having an address at 501 Weber Avenue, Suite 400A, Stockton, CA 95203 ("Assignor"), and IWG-TLA Telecom, LLC, a Delaware limited liability company having an address at 4640 Admiralty Way, Suite 1030, Marina del Rey, CA 90292 ("Assignee"), (collectively hereinafter referred to as, the "Parties"),

WHEREAS, Assignor owns a certain building ("Building") located on real property situated in the City of Stockton, in the County of San Joaquin, State of California, located at 501 Weber Avenue, as legally described in Exhibit A, attached hereto and made a part hereof (the "Parent Parcel")

WHEREAS, Assignor leased a portion of the Building (the "Premises" as such term is defined in the Lease) to Sacramento Valley Limited Partnership d/b/a Verizon Wireless ("Verizon") in that certain lease agreement as more particularly described in Exhibit B, attached hereto and made a part hereof (the "Lease")

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has, except as otherwise set forth therein, sold and assigned to Assignee all of Assignor's right, title and interest in and to the Lease. The recording of this Agreement is constructive notice of the existence of the Purchase Agreement and of Assignee's rights thereunder.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignment of Lease. Commencing on the Effective Date, for a term of 600 months (the "Term") and terminating on \textit{Nov 15}, 2066 (the "Reversion Date"), Assignor hereby sells, transfers and assigns to Assignee all of its right, title and interest in the Lease; provided however, (i) Assignor shall retain and continue to faithfully perform and discharge any and all of Assignor's rights and obligations as lessor under the Lease, (ii) Assignor shall non-exclusively retain the rights to indemnification from Verizon under the Lease, which are to be shared jointly and severally with Assignee, (iii) Assignor shall have the right to New Tenant Revenue Share (as set forth herein below); and (iv) in the event that Verizon pays Assignor any fees other than base rent and any escalations thereto, for the purpose of reimbursing Assignor for Verizon's use of one or more of Assignor's utility services on the Parent Parcel, or for reimbursement of taxes due and payable by Verizon under the Lease (collectively, the "Additional Fees"), such Additional Fees shall continue to be paid by Verizon directly to Assignor. Assignor agrees, at Assignee's sole cost and expense, to reasonably cooperate with Assignee's efforts to obtain any and all permits, approvals, variances or other consents or authorizations from the agency or authority having jurisdiction over the Premises and shall not unreasonably withhold or delay its consent to any application, permit or other consents sought by Assignee, including providing its signature thereon.
2. **Termination.** This Agreement shall automatically terminate upon the Reversion Date or prior to the Reversion Date in the event Verizon (or any Replacement Tenant (as defined below)) cease to use the Premises for a period of more than three (3) years, then the Premises shall be deemed abandoned and this Agreement shall automatically terminate.

3. **Replacement Lease.** Commencing upon the termination or expiration of the Lease (including without limitation, a termination resulting from a default or breach by Verizon or rejection of the Lease in bankruptcy), Assignee shall be permitted to relet the space solely within the Premises (the "Replacement Lease") to another wireless carrier ("Replacement Tenant") on non-monetary terms that are substantially similar to the terms and conditions of the Lease and the terms as required in Section 6 of the Purchase Agreement; provided that, in no event shall Assignee be permitted to enter into a lease, license or similar type of agreement for the use of any portion of the Premises with a term that extends beyond the Term without Assignor's prior written consent, which may be withheld in Assignor's sole and absolute discretion. Notwithstanding anything to the contrary herein, any and all Replacement Tenant construction will be subject to terms, covenants, conditions and restrictions contained in The Waterfront Office Towers Declaration of Restrictions made on July 1, 1983, and recorded on July 21, 1983, as Instrument Number 83052758, Official Records of San Joaquin County, California, as amended (the "Declaration"), for so long as such Declaration shall remain in force and effect.

4. **Rooftop Marketing Rights.** During the term of this Agreement, Assignee shall have the right to market the rooftop of the Building to new telecommunications carriers as prospective tenants. In the event Assignee procures, through its marketing efforts, one or more new wireless telecommunications carriers that enter into site lease or license agreements ("New Site Agreements") for the installation of wireless communications facilities on the rooftop of the Building in a location outside of the Premises ("New Site"), the parties agree to share in the rental, license or similar payments actually received by Assignor, as lessor, pursuant to such New Site Agreement for the use and/or occupancy of locations outside of the Premises ("New Tenant Revenue Share") on the Building's rooftop. New Tenant Revenue Share shall be apportioned as follows: seventy-five percent (75%) to Assignor and twenty-five percent (25%) to Assignee. The Parties acknowledge and agree that revenue derived from Verizon, or any successors and/or assigns of Verizon permitted under the Lease, or any Replacement Tenant shall be expressly excluded from New Tenant Revenue Share. Any New Site Agreement shall be subject to the approval of Assignor, which approval may be withheld in Assignor's sole and absolute discretion. All New Sites must comply with the Declaration for so long as such Declaration shall remain in force and effect.

5. **Notice of Purchase Agreement; Conflicts.** This Agreement summarizes, for purposes of the public record, the rights granted to Assignee by virtue of the Purchase Agreement, and this Agreement does not and should not be interpreted to amend, amplify or diminish any of the terms and provisions contained in the Purchase Agreement. The parties agree and intend that all terms and conditions of the Purchase Agreement relative to the transaction contemplated herein, are hereby incorporated herein by reference, and that the Purchase Agreement shall control in the event of any conflict between any sentence contained in this Agreement and the terms and provisions contained in the Purchase Agreement.

6. **Assignor Representations and Covenants.** Assignor shall not disturb Verizon's, or a Replacement Tenant's (as the case may be), permitted use under the Lease and quiet enjoyment of the Premises. In the event of a condemnation of all or any portion of the Premises, or a fire or other casualty to the Building or Premises, that results in the interruption of the payment of base rent to Assignee, Assignor shall not settle or compromise any insurance claim or condemnation award with respect to the Premises without first providing Assignee with at least thirty (30) days' prior written notice. Assignor agrees that it will comply with any interference obligations of lessor under the Lease. To Assignor's actual knowledge, Verizon's use and enjoyment of the Premises does not depend upon any license or easement (other than licenses and easements that may be granted in the Lease) for access or utility purposes. Assignor warrants that Assignee, its employees, authorized and insured agents and any Replacement Tenant(s), may access the Premises through the Building pursuant to the same access protocols required of Verizon under the Lease.

7. **Impositions.** Assignor shall pay and perform in a timely manner all mortgages that are liens against the Parent Parcel and pay prior to delinquency, all taxes, charges and other obligations ("impositions") that are or could become liens against the Parent Parcel, whether existing as of the date hereof or hereafter created or imposed. Assignee shall have no obligation or liability for the same. Except to the extent taxes and assessments are Verizon's
obligation under the Lease, or a Replacement Tenant's obligations under a Replacement Lease, if any, Assignor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Parcel. Assignor shall be solely responsible for any transfer or stamp arising out of the delivery or performance of this Agreement.

8. **Other Agreements.** Notwithstanding anything to the contrary herein, during the Term, Assignor retains the right to enter into other lease or license agreements (the "Other Agreements") with: (a) Verizon, any Replacement Tenant, or any subsidiaries or affiliates of Verizon or Replacement Tenant, provided that, such Other Agreements are for space outside of the Premises and such Other Agreements are not for purposes of relocating from the Premises, and/or (b) any other tenants or licensees; provided, however, that any Other Agreement shall not interfere with Assignee's use and enjoyment of the Premises.

9. **Hazardous Materials; Indemnification.** Either party shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on the Premises in any manner prohibited by law. Each party shall indemnify and hold the other party harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys', consultants' and experts' fees) from the release of any Hazardous Material on the Premises if caused by the indemnifying party or persons acting at the direction of the indemnifying party. For purposes of this Agreement, "Hazardous Material" means any substance which is designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant on the Premises in violation of any applicable federal, state or local environmental laws, as currently in effect or as hereafter amended or enacted.

10. **Notices.** All notices, requests, demands and other communications hereunder shall be delivered by certified mail, return receipt requested, and/or a nationally recognized overnight courier. Notice shall be deemed accepted upon proof of delivery. Notice shall be delivered to Assignor at: 501 W. Weber Avenue, Suite 400A, Stockton, CA 95203, and to Assignee at: 4640 Admiralty Way, Suite 1030, Marina del Rey, CA 90292.

11. **Miscellaneous.**

   a. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Until the expiration or earlier termination of this Agreement, the rights of Assignee under this Agreement shall run with the land. Notwithstanding anything to the contrary herein, in no event shall Assignee assign this Agreement, the Purchase Agreement or Assignee's interest in the Lease, without assigning all agreements contemporaneously to the same party.

   b. **Recording.** Assignor acknowledges and agrees that, it is the intention of the Assignee that this Agreement be recorded, at Assignee's sole cost and expense, in the County where the Premises is located, as soon after the date of execution hereof as is possible, and Assignor agrees to reasonably cooperate with Assignee as may be necessary to facilitate such recording.

   c. **Governing Law.** The terms of this Agreement shall be governed and construed in accordance with the laws of the state where the Parent Parcel is located.

(SIGNATURES TO FOLLOW ON NEXT PAGES)
IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

ASSIGNOR:
501 W. Weber, LLC

By: ____________________________
Name: ________________
Its: ______________

ASSIGNOR NOTARY ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ______________________
County of ______________________

On ______________________, before me, ______________________, a Notary Public, personally appeared ______________________, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of ______________________ that the foregoing paragraph is true and correct.

_____________________________
Notary Public

(Notary Seal)

Assignment Agreement - 7-2016
501 Weber - TL/03 CA653
IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

ASSIGNEE:

IWO-TLA Teleco LLC

By: 

Name: Jarred Saba
Its: Authorized Signatory

ASSIGNEE NOTARY ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Los Angeles ) ss.

On NOV 10, 2016, before me, Michael Garcia, a Notary Public, personally appeared Jarred Saba, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Notary Seal]
EXHIBIT A

LEGAL DESCRIPTION OF PARENT PARCEL

SITUATED IN THE COUNTY OF SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE COMMON ELEMENTS AS DESCRIBED IN THAT DECLARATION OF RESTRICTIONS,Recorded in Document No. 1981052758, AND ANY AMENDMENTS THERETO, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA, BEING PART OF THE FOLLOWING DESCRIBED PROPERTY:

PARENT PARCEL:

PARCEL ONE:


PARCEL TWO:

AN UNDIVIDED OWNERSHIP INTEREST, AS TENANTS-IN-COMMON, IN THE PROJECT COMMON AREA, AS SHOWN ON THE PLAN. SUCH OWNERSHIP INTEREST IS MORE FULLY SET FORTH IN EXHIBIT C TO THE DECLARATION.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT OF USE, ENJOYMENT, INGRESS, EGRESS AND SUPPORT IN, OVER AND THROUGHOUT ALL SUBDIVISION GENERAL COMMON AREA AND PROJECT AREA, AS DEFINED IN THE DECLARATION.

PARCEL FOUR:

THE RIGHT TO USE PARKING SPACES ASSIGNED BY THE WATERFRONT OFFICE TOWERS OWNER'S ASSOCIATION, SUBJECT TO THE DECLARATION.

TAX I.D. NUMBER: 137-360-140-000; 137-360-150-000; 137-380-160-000; 137-380-170-000; 137-380-190-000; 137-260-350-000

BEING THE SAME PROPERTY CONVEYED TO 501 W. WEBER, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, GRANTEE, FROM DAVID CELLI, LLC, GRANTOR, BY DEED RECORDER 06/30/2000, INSTRUMENT NO. 20007374& OF THE COUNTY RECORDS.
EXHIBIT B

LEASE DESCRIPTION

That certain Option and Rooftop Lease Agreement dated April 28, 2015, by and between 501 W. Weber, LLC, a California limited liability company, as lessor, and Sacramento Valley Limited Partnership d/b/a Verizon Wireless, as lessee, for a portion of the Parent Parcel a memorandum of which was recorded on June 10, 2015, as Document No. 2015-067336, in the Official Records of San Joaquin County.
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

TRAINOR FAIRBROOK
Michael O. Gualco, Esquire
Post Office Box 255824
Sacramento, California 95865-5824
(Site Name: Stockton Arena)

MEMORANDUM OF OPTION AND ROOFTOP LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND ROOFTOP LEASE AGREEMENT ("Memorandum") is made this 28th day of April, 2015, between 501 W. Weber, LLC, a California limited liability company, with its principal offices located at 501 Weber Avenue, Stockton, California 95203, hereinafter collectively referred to as "LESSOR", and Sacramento Valley Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LESSOR and LESSEE entered into an Option and Rooftop Lease Agreement on April 28, 2015 (the "Agreement"). The Agreement is an unrecorded document. LESSOR grants to LESSEE the right and option to lease the premises, including a right-of-way for access thereto, for an option term of twelve (12) months, beginning on the date of full execution of the Agreement by the Parties, i.e., April 28, 2015. Upon exercise of the option by LESSEE, the Agreement shall be for an initial term of five (5) years, commencing on the Commencement Date, subject to further extension pursuant to the terms of the Agreement.

2. LESSOR hereby leases to LESSEE a portion of the rooftop of that certain building ("Building") located on a parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), with an address of 501 Weber Avenue, Stockton, County of San Joaquin, California, as shown on the Tax Map of the County of San Joaquin as a portion of Assessor's Parcel Numbers 137-380-14, 137-380-15, 137-380-16, 137-380-17, 137-380-18 and 137-260-35, being described as a 7.5' x 17.33' parcel and a 5.17' x 2.34' parcel (collectively, the "Roof Space"), together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"), together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between the Roof Space and all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right for ingress and egress from a public right of way, seven (7) days a week twenty four (24) hours a day, on foot or motor
vehicle, including trucks, over the Property and in and through the Building to and from the Premises. The Roof Space, Cabling Space and rights-of-way are hereinafter collectively referred to as the “Premises.” The Premises are described in Exhibit A attached hereto and made a part hereof. In the event any public utility is unable to use the aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is the first day of the month in which notice of the exercise of the option is effective.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

501 W. Weber, LLC, a California limited liability company

By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]

LESSEE:

Sacramento Valley Limited Partnership d/b/a Verizon Wireless

By AirTouch Cellular, Its General Partner

By: [Signature]
Name: Phillip French
Title: Executive Director - Network
Date: [Date]
EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN, CITY OF STOCKTON, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

UNIT NOS. 101 THROUGH 120 INCLUSIVE, AS SHOWN ON THAT CERTAIN CONDOMINIUM PLAN ("PLAN"), ENTITLED "THE WATERFRONT OFFICE TOWERS I", IN THE CITY OF STOCKTON, ATTACHED AS EXHIBIT B-1 TO THE WATERFRONT OFFICE TOWERS DECLARATION OF RESTRICTIONS, RECORDED JULY 21, 1983, INSTRUMENT NO. 83052758, SAN JOAQUIN COUNTY RECORDS ("THE DECLARATION"), TOGETHER WITH THE EXCLUSIVE USE OF THE BASEMENT UNIT(S), AS SHOWN ON THE CONDOMINIUM PLAN ENTITLED "THE WATERFRONT OFFICE TOWERS II" ATTACHED AS EXHIBIT "B-2" TO THE DECLARATION, AND THE EXCLUSIVE USE OF THE OTHER PROJECT RESTRICT COMMON AREA APPURTEENT TO SUCH UNIT(S), AS SET FORTH IN EXHIBIT TO THE DECLARATION.

PARCEL TWO:

AN UNDIVIDED OWNERSHIP INTEREST, AS TENANTS-IN-COMMON, IN THE PROJECT COMMON AREA, AS SHOWN ON THE PLAN, SUCH OWNERSHIP INTEREST IS MORE FULLY SET FORTH IN EXHIBIT "C" TO THE DECLARATION.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT OF USE, ENJOYMENT, INGRESS, EGRESS AND SUPPORT IN, OVER AND THROUGHOUT ALL SUBDIVISION GENERAL COMMON AREA AND PROJECT AREA, AS DEFINED IN THE DECLARATION.

PARCEL FOUR:

THE RIGHT TO USE PARKING SPACES ASSIGNED BY THE WATERFRONT OFFICE TOWERS OWNER'S ASSOCIATION, SUBJECT TO THE DECLARATION.

APNS: 137-380-14, -15, -16, -17, -18
STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On April 28, 2015 before me, ARLENE KUZ-LUDKE, Notary Public, personally appeared Phillip French who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Stockton Arena
6987038.124523.5
NOTARY ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California ss.
County of San Joaquin

On April 1, 2015 before me, Perla A. Tzintzun-Garibay, Notary Public, personally appeared Jerry Butterfield who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their/their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]
(Seal)

PERLA A. TZINTZUN-GARIBAY
Commission #1955875
Notary Public - California
San Joaquin County
My Comm. Expires Oct 30, 2018

Stockton Arena
6987038.1246523.5