Telecommunication Site Lease Agreement T-Mobile West, LLC – Woodcrest Park (Woodcrest Park)

This Telecommunications Site Lease Agreement (Ground) (the "Agreement" or the "Lease") shall be effective on the 16th day of September, 2025 ("Effective Date"), between T-Mobile West LLC, a Delaware limited liability company ("Lessee"), and the CITY OF FULLERTON, a municipal corporation ("Lessor").

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

1. Premises.

- (a) Lessor owns a parcel of land (the "Land") located in the City of Fullerton, County of Orange, State of California, commonly known as Woodcrest Park; the Land is more particularly described in Exhibit A attached hereto. Lessor hereby leases to Lessee, approximately 287 square feet of the Land and grants necessary rights of access to and installation of utilities, if any, (the "Premises") as described in Exhibit B attached hereto.
- (b) Should Lessee request to expand the Premises for the Lessee Facilities (as defined in Paragraph 7(a) below) beyond the square footage of the Premises, Rent (as defined below) shall be increased in proportion to the extra square footage included in the revised Premises and as mutually agreed upon by the parties. Expansion of the Premises is subject to the prior written approval of Lessor.
- 2. <u>Use.</u> The Premises may be used by Lessee for any lawful activity in connection with the provision of wireless communications services by Lessee, to include but not limited to installation, operation and maintenance of Lessee's equipment, antenna structure and related appurtenances. Lessor agrees to cooperate with Lessee, at Lessee's expense, 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 ("Governmental Approvals"). Nothing herein constitutes a discretionary approval or pre-commits Lessor to any discretionary approval. Notwithstanding the foregoing, Lessor shall have no obligation to alter, influence or otherwise modify any permitting procedure, which Lessor ordinarily administers pursuant to its permitting authority.
- 3. <u>Term.</u> The term of this Lease shall be five (5) years ("Initial Term") from the Effective Date, and terminating on the fifth anniversary of the Effective Date and shall automatically extend for three (3) additional five (5) year terms (each a "Renewal Term") unless terminated in writing by Lessee with at least six (6) months notice, or unless otherwise terminated as provided in Paragraph 11 below.

4. Rent/Payments.

(a) Rent. Additionally, the Lessee agrees to pay rent for the period from May 1, 2024, to June 30, 2025, at a monthly rate of \$5,258.70, for a total of \$73,621.80, of Lessee shall pay to Lessor within 30 days of the Effective Date.

- (b) Annual Rental Payment. On or before July 1, 2025, to cover the rent for the period from July 1, 2025 through June 30, 2026, Lessee shall pay to Lessor an annual rental payment of \$46,811.15 ("Rent"). Rent shall be payable to: Lessor: City of Fullerton, 303 West Commonwealth Avenue, Fullerton, CA 92832, Attn: Accounts Receivable.
- (c) Annual Rent Adjustment. Each July 1, starting July 1, 2026, the Rent due for the upcoming 12 months will be adjusted upwardly by 3%, compounded annually; each year, the Rent shall be paid on or before the corresponding July 1.
- (d) <u>Permitting Fees.</u> Lessee is subject to all permitting and approvals and associated fees for this project.

5. <u>Facilities; Utilities; Access.</u>

- (a) Right to Construct. In its capacity as owner of the Land (and not in its capacity as regulator), Lessor grants to Lessee has the right to construct telecommunication facilities thereto as further shown on Exhibit C ("Lessee Facilities") attached hereto. In connection therewith, Lessee has the right in accordance with the plans approved by Lessor, which Lessor shall not unreasonably withhold, condition, or delay and to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antenna(s) to the transmitters and receivers.
- (b) Effects of Construction. 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 the Lessee Facilities shall be held by Lessee. Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all the Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided, Lessee repairs any damage to the Land caused by such removal. Notwithstanding any contrary provision of this Agreement and upon termination per the terms contained herein, Lessee shall not be required to remove any foundation more than three (3) feet below grade level.
- (c) <u>Electricity Costs.</u> Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall provide for separate utility service, to include installation of required service meter(s), from any utility company that will provide service to the Land. Lessor agrees to sign such documents or encroachment agreements as may be reasonably required by said utility companies to provide such service to the Premises. Any encroachment agreement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.
- (d) <u>Site Access</u>. Lessee, Lessee's employees, and authorized contractors, and subcontractors, shall have access, subject to reasonable public safety rules and site security considerations which may be adopted by the Lessor from time-to-time in writing and of which Lessee is given notice and

applicable laws, to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors and subcontractors, a non-exclusive right to enter the Land for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit A attached hereto, subject to reasonable public safety rules and site security considerations which may be adopted by the Lessor from time-to-time in writing and of which Lessee is given notice. Lessee understands the right to access the Land is not the granting of an easement right or prescriptive right by Lessor and shall not be construed as such.

(e) Permits Required. Lessee shall obtain the necessary permits for the construction of structures, the installation of antenna facilities, the installation of overhead or underground cables, conduits, and other appurtenances, and nothing herein shall constitute a waiver or discretionary approval on the part of the Lessor of any action which requires discretionary approval pursuant to otherwise applicable law.

6. <u>Interference.</u>

- FCC Compliance. Lessee shall operate the Lessee Facilities in a manner (a) that will not cause unreasonable interference to the telecommunications operation of Lessor and other lessees or licensees of the Land, provided that their installations predate the date of this Lease. All operations by Lessee shall be in compliance with all applicable Federal Communications Commission ("FCC") requirements. At all times, Lessee shall ensure that the Lessee Facilities comply with the most current regulatory and operational standards including but not limited to radio frequency emissions standards adopted by the FCC and antenna height standards adopted by the Federal Aviation Administration. If the Lessor has reasonable evidence that Lessee Facilities, as constructed, may emit radio frequency emissions that are likely to exceed FCC standards, the Lessor may require post-installation testing, at Lessee's expense, to determine whether to require further mitigation of radio frequency emissions or the Lessor may require Lessee to submit written certification that the facility is in compliance with such FCC standards.
- (b) Interference. Subsequent to the date of this Lease, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land if such equipment will cause unreasonable interference with Lessee's existing operations. In the event of any such unreasonable interference and said interference does not cease promptly, the parties acknowledge that continuing unreasonable interference may cause irreparable injury and, therefore, without limiting the foregoing and in addition to any other remedies available to Lessee pursuant to law or equity, in the event Lessor fails to promptly correct any unreasonable interference with Lessee after receipt of written notice, Lessee may terminate this Agreement without liability. Except as provided in Paragraph 23 (Wireless Communications Facility Permit Approval Conditions), all new requests to share the use of a site presently occupied by another lessee (or lessees) must include documented concurrence / approval from the lessee(s) currently on the desired site.

7. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes that are directly and solely attributable to the Lessee Facilities. Lessee shall pay all real property taxes, assessments and deferred taxes levied solely on the Premises or any possessory interest held by Lessee relative thereto. This provision constitutes notice to Lessee pursuant to Revenue and Taxation Code Section 107.6 regarding the creation of a potential possessory interest. Lessor will pay or cause to be paid when due all other real estate taxes and assessments attributable to the Land, if any. Lessee shall also pay any increases in real property taxes and assessments levied against the Land solely as result of the improvements constructed by Lessee on the Premises. Lessor endeavors to provide notice of any tax or assessment within fifteen (15) days of Lessor's receipt of such assessment, for which Lessee is liable in whole or in part. Lessee's responsibility pursuant to this Section 8 (entitled, Taxes) shall be limited to the taxes hereinabove allocated to Lessee ("Taxes") assessed for tax periods during the Term, prorated for any partial tax periods during such time. Lessee shall pay any such Taxes assessed to Lessor within sixty (60) days after receipt of satisfactory documentation indicating the calculation of Lessee's share of such Taxes and payment of the Taxes by Lessor. Lessee shall have the right to challenge any tax or assessment and Lessor shall cooperate with Lessee, at Lessee's expense, regarding such challenge.

8. Waiver of Lessor's Lien.

- (a) Lessor waives any lien rights it may have concerning the Lessee Facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.
- (b) Lessor acknowledges that Lessee may from time to time enter into financing arrangements, including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral, may be removed at any time without recourse to legal proceedings.
- 9. Modifications. Lessee shall not make or cause any substantial alterations or improvements to be made in or on the Premises (except for upgrades or replacements of "like-kind" equipment which is comparable in dimensions and/or weight and wholly contained within Lessee's Facilities) without first submitting its plans and specifications for such substantial alterations to Lessor in its capacity as property owner, for Lessor's written approval, which shall not be unreasonably withheld, conditioned or delayed. In the event Lessor fails to approve or request revisions to such plans in reasonable detail within thirty (30) days following Lessee's submission thereof, Lessor shall be deemed to have approved such plans. Lessee shall obtain all applicable Federal, State and local permits and approvals prior to any such alterations or improvements taking place in/or the Premises.

10. <u>Termination.</u>

- (a) Lessee 30-day termination. In addition to any other termination rights set forth in this Lease, this Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by Lessee if it does not obtain or maintain any license, permit or other approval or any easement necessary for the construction and operation of the Lessee Facilities, provided the Lessee utilized reasonable due care in so seeking, or (ii) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC including, without limitation, a take back of channels or change in frequencies. Upon termination pursuant to this or any other paragraph of this Lease, Lessor will promptly refund to Lessee any prepaid Rent applicable to periods after the date of termination unless such termination is a result of Lessee's default.
- (b) Lessor May Require Relocation of Premises. If Lessee's Facilities materially and adversely interfere with a City project on the Land (i.e., any project owned, controlled, leased, or otherwise providing a material benefit to the City of Fullerton or its residents), Lessor will provide Lessee with at least ninety (90) days prior written notice of such interference. To the extent reasonably possible, Lessee shall have the right to complete system modifications to the Lessee Facilities on the existing Premises to mitigate the interference and continue its use thereon with the approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed. If mitigation of such interference is not reasonably possible after good faith consultation between Lessee and Lessor, then Lessor shall make good faith reasonable efforts to relocate the Premises to an alternate location on the Land of substantially similar size and providing at least equal signal quality and coverage as Lessee enjoyed from the Premises. The relocation shall be subject to Lessee's prior written approval. Lessee shall have two hundred seventy (270) days from the identification of a mutually acceptable relocation site to complete such relocation; provided, however, that such relocation shall be conditioned upon Lessee obtaining any approvals, licenses or permits required for such relocation. Notwithstanding the foregoing, Lessor will only have a one-time right to relocate the Lessee Facilities and such relocation can only occur after the 7th anniversary of the Effective Date and will be at Lessor's sole cost and expense. Any such relocation must not materially interrupt Lessee's services; for these purposes the use of a temporary mobile operating unit shall not constitute a material interruption. Pending completion of the permanent relocation alternative, Lessee shall also have the right to operate a temporary mobile operating unit on the Land or a mutually agreeable location proximate to the Land as necessary to continue to provide uninterrupted services from the Land. Notwithstanding the foregoing, Lessee shall have the right to abate Rent in an amount equal to fifty percent (50%) of the actual and reasonable costs and expenses incurred by Lessee related to such necessary modifications and/or relocation upon provision of reasonable supporting documentation to Lessee. If both of the foregoing options have been attempted by Lessee and Lessor and proven unsuccessful after good faith efforts to achieve the same, then either party may thereafter exercise the right to terminate this Lease upon 30 days written notice to the other party.

- (c) Removal upon Termination. In the event of termination for any reason, Lessee shall remove all Lessee Facilities at its sole cost and expense within ninety (90) days preceding the termination of this Agreement. Lessee shall restore the Land to its original condition as may be reasonably required by Lessor, reasonable wear and tear excepted.
- 11. Destruction or Condemnation. If the Premises or Lessee Facilities are damaged, destroyed, condemned, or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement effective as the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor (or its successor) not later than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. In the event the Premises are damaged or destroyed, Lessor shall use reasonable efforts to provide Lessee with a temporary location on the Land, or other property owned or controlled by Lessor, which is suitable for Lessee's operations of a temporary communication facility. Lessee may operate a temporary communication facility on the temporary location until the Premises and/or Lessee Facilities are restored. In the event a temporary location is not available for such temporary communication facility, Rent shall abate until the Premises or Lessee Facilities are restored.

12. Insurance:

- (a) <u>Amounts</u>. Lessee shall procure and maintain throughout the duration of this Agreement, the following insurance:
 - i. <u>General Liability.</u> Commercial General Liability insurance with a limit of not less than \$2,000,000 each occurrence. Such insurance shall include the City, its officials, officers and employees as additional insureds as their interests may appear, and that the insurance is primary and will not contribute with any insurance or self-insurance maintained by the City.
 - ii. <u>Business Auto.</u> Business Automobile liability insurance for allowed, hired or non-owned vehicles in the amount of \$2,000,000 per accident.
 - iii. <u>Workers Compensation</u>. Workers' Compensation insurance as required by California law with statutory limits and Employer's Liability insurance with limits not less than \$1,000,000 each accident/disease/policy limit. The Workers' Compensation insurance shall contain an endorsement waiving the insurer's right to subrogate against the City, its officials, officers and employees.
- (b) <u>Notice.</u> Upon receipt of notice from its insurer, Lessee will provide the City with thirty (30) days prior written notice of cancellation of any policy required under this Agreement.
- (c) <u>A.M. Best Rating.</u> All required insurance shall be placed with insurers reasonably acceptable to Lessor with current A.M. Best ratings of no less than A-, VII.

- (d) <u>Certificates of Insurance.</u> Lessee shall furnish Lessor with executed certificates of insurance which bear evidence of compliance with the insurance required herein.
- (e) <u>Indemnification.</u> Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Paragraph 14 (Indemnification) or the extent to which Lessee may be held responsible for payments of damages to persons or property.
- 13. Indemnities. As a major inducement and in consideration of this Lease and the permission herein granted, Lessee agrees to defend, indemnify and hold harmless Lessor, its officials, officers, agents and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of Lessee or its officers, agents or employees on the Land, whether such activities or operations are authorized by this Lease or not. Further, Lessee shall pay for any and all damage, loss or theft to the property of Lessor to the extent such damage, loss or theft arises out of the activities and operations of Lessee or its officers, agents and employees on the Land. Lessor shall not be responsible for any loss or damage to any property owned or controlled by Lessee that is situated on the Land except to the extent caused by the sole negligence or willful misconduct of Lessor and its agents and employees. The provisions of this Paragraph 15 do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of Lessor or any of its elected officials, officers, agents, volunteers or employees. Nothing herein shall affect, impact or impair the applicability of any immunities to which Lessor is legally entitled.

14. Assignments and Subletting.

- (a) General Rule: Lessor Approval Required. Any proposal for subletting must be presented to the Lessor for prior written approval, which may be granted or withheld at the Lessor's sole discretion. Each proposal must be reviewed and approved on a case-by-case basis, and any sublease shall be subject to the mutual concurrence of the Lessor and the proposed sublessee. The Lessee shall not assign, transfer, or otherwise convey any interest in this Agreement or the Premises without the prior written consent of the Lessor, which may be withheld at the Lessor's sole discretion.
- (b) Exception: Full Acquisition. Notwithstanding the foregoing, the Lessee may assign this Agreement to the Lessee's principal, affiliates, or subsidiaries, or to any entity that acquires all or substantially all of Lessee's assets in the market defined by the FCC where the Premises is located, through a merger, acquisition, or other business reorganization, provided that such assignment does not materially adversely affect the Lessor's interests. Any such assignment shall relieve the Lessee of all liabilities and obligations under this Agreement only upon the assignee's written assumption of all terms and conditions of this Agreement to the satisfaction of the Lessor.
- (c) <u>Exception: Financing Hypothecation.</u> Additionally, the Lessee may assign, mortgage, pledge, hypothecate, or otherwise transfer its interest in this Agreement to any financing entity, or agent on behalf of any

financing entity, to whom the Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes, or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers' acceptances, and similar facilities or in respect of guaranties thereof.

- (d) <u>Change in Stock Ownership</u>. Any change in stock ownership or control of Lessee shall constitute an assignment requiring Lessor's prior written consent under this Agreement.
- (e) Other Assignments. The Lessor may assign its rights and obligations under this paragraph upon providing written notice to the Lessee, provided that the assignee expressly assumes all of Lessor's obligations under this Agreement in writing, including, but not limited to, those obligations set forth in Paragraph 8 (Taxes) above, and further provided that Lessor has determined that assignee will comply with the requirements of this Agreement (which determination Lessor may not withhold for an unreasonable reason).
- 15. Repairs. Lessee shall not be required to make any repairs to the Land or any improvements thereon (excluding the Premises) except to the extent the repairs are necessitated by Lessee or Lessee's employees, agents or assigns; provided, however, that to the extent any such repair or maintenance is required due to the act of Lessee, its employees, agents or assigns, Lessee shall reimburse Lessor, for the reasonable costs incurred by Lessor to restore the damaged areas to the condition which existed immediately prior thereto. Lessee shall cause the repairing and maintaining of the Premises and Lessee Facilities in a proper operating and safe condition; provided, however, that to the extent any such repair or maintenance is required due to the act of Lessor, its employees, agents or assigns Lessor shall reimburse Lessee, for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. Lessee shall maintain and repair the Premises and the Lessee Facilities in a proper operating and safe condition; Lessor shall maintain and repair all other portions of the Land and any improvements thereon in a proper operating and safe condition.

16. Hazardous Substances.

- (a) <u>Use of Hazardous Materials.</u> Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material, on, under, about or within the Land in violation of any law or regulation. If Lessor becomes aware of a release of Hazardous Materials on Lessor's Land, unless said release is by Lessee, Lessor shall (1) notify Lessee of such release of Hazardous Materials; and (2) promptly take any remedial action required by appropriate government authorities. Lessor will not, and will not permit, to the best of its ability, any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation.
- (b) <u>Cost to Comply Hazardous Materials Laws</u>. Lessee, at its sole cost and expense, shall comply with all applicable laws relating to the storage, use and disposal of hazardous, toxic or radioactive matter used, stored, brought

onto, handled, generated or removed from the Premises by Lessee, including, without limitation, those materials identified in California Code of Regulations, Title 22, Division 4.5, as amended from time-to-time (22 CCR § 66250 et seq.) (collectively, the "Hazardous Materials"), and including, but not limited to, those laws and regulations promulgated pursuant to CERCLA, RCRA, OSHA, Cal - OSHA, Proposition 65, the Hazardous Waste Control Act, the Underground Storage of Hazardous Materials Release Act, the Hazardous Materials Release Response Plans and Inventory Act, the Hazardous Substance Account Act, the Porter Cologne Water Quality Control Act and implementing regulations published by the Environmental Protection Agency, Water Resources Control Board and Department of Health Services. On the Effective Date, and at Lessor's written request, and not more frequently than annually thereafter, Lessee shall provide to Lessor an itemized list of categories of Hazardous Materials, if any, currently in use by Lessee in connection with its operations on the Premises. Lessee shall conduct all monitoring activities required by applicable federal, state and local laws or regulations with respect to Lessee's use of Hazardous Materials on the Premises, and shall, at its own cost and expense, comply with all posting requirements of Proposition 65 or any other similarly enacted law, ordinance or regulation applicable to Lessee's use of the Premises. In addition, in the event of any complaint or governmental inquiry which is attributable to acts or omissions of Lessee on the Premises, Lessor may require Lessee, at Lessee's sole cost and expense, to conduct specific, but reasonable, monitoring or testing activities with respect to Hazardous Materials stored, generated, used or brought onto the Premises by Lessee; provided, however, that Lessee shall be required to perform only those monitoring and/or testing activities which are required by applicable federal, state, and local laws. monitoring programs shall be in compliance with such applicable laws. Lessee shall be solely responsible for and shall defend, indemnify and hold Lessor and Lessor's agents and employees free and harmless from and against all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising solely out of Lessee's storage, use or disposal of Hazardous Materials on the Premises.

(c) <u>Liability</u>. Lessor represents that, to the best of Lessor's knowledge, the Premises have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents that no Hazardous Materials 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. Lessor agrees that Lessee is not liable for any release or exacerbation of Hazardous Materials on the Land that is not caused by Lessee or its employees, officers agents or assigns.

17. Lessee Defaults.

(a) <u>Defaults.</u> The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee, sometimes referred to herein as an "Event of Default."

- 1. <u>Abandonment</u>. The vacating or abandonment of the Premises by Lessee; provided, however, Lessor acknowledges that Lessee's use of the Premises will involve the operation of automatic communications equipment which does not require the presence of persons on the Premises for such equipment's operation, that no persons will be present on the Premises, except in order to perform maintenance and repair activities on a periodic basis, and that the absence of persons from the Premises shall not constitute vacation or abandonment of the Premises under the Lease.
- Non-Payment. The failure by Lessee to make any payment of Rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received by Lessee from Lessor.
- 3. Covenants. The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee and other than in the event of a default in the payment of Rent, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by Lessee from Lessor; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.
- 4. Assignment. (i) The making by Lessee of any general arrangement or assignment for the benefit of creditors; (ii) Lessee becomes a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within sixty (60) days, or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Land or of Lessee's interest in this Lease where such seizure is not discharged within sixty (60) days. Provided, however, in the event that any provision of this Paragraph 18(a)(4) (Lessee Defaults) is contrary to any applicable law, such provisions shall be of no force or effect. Notwithstanding the foregoing, any appointment, attachment, or other transaction allowed pursuant to the provisions of Paragraphs 10 (Modifications) and 15 (Assignments and Subletting) shall not constitute a default of this Agreement.
- (b) Remedies. Except as otherwise provided in this Lease, in the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

- 1. Termination. Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting the Premises, reasonable attorneys' fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent for the balance of the then-current term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.
- 2. <u>Possession.</u> Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the Rent as it become due hereunder.
- 3. <u>Additional Remedies.</u> Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state wherein the Land is located. Unpaid installments of Rent and other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law to non-exempt lenders.
- (c) <u>Re-Entry</u>. If there occurs an Event of Default by Lessee, Lessor shall not have the right, prior to the termination of this Lease, to re-enter the property and/or remove persons or property from the Land.
- (d) <u>Default by Lessor</u>. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after receipt written notice by Lessee to Lessor specifying wherein Lessor has failed to perform such obligations; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Such default by Lessor is also sometimes referred to herein as an "Event of Default."
- (e) Remedies. In the event of a Lessor default, Lessee may avail itself of any remedies available to it at law and/or equity including, without limitation, the right to terminate this Lease.
- (f) <u>Late Charges</u>. Lessee hereby acknowledges that late payment by Lessee to Lessor of Rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of Rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within fifteen (15) business days after such amount shall be due, then, Lessee shall pay to Lessor a late charge equal to six percent (6%) of such overdue

amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

(g) Lessor's Right to Inspect. Lessee agrees Lessor and the authorized representatives of Lessor shall have the right to enter the Premises for the purposes of inspecting the Premises at all reasonable times during reasonable business hours, but only following reasonable written or telephonic notice to Lessee and when accompanied by an authorized representative of Lessee. Lessor shall endeavor to minimize any interference with Lessee's business on the Premises, which may be occasioned by such entry Lessee shall have the right to exclude certain of Lessor's agents or guests so long as Lessee gives prior written or telephonic notification to Lessor of its good faith reasons for such exclusions. Lessor shall have the right to enter the Premises for the purpose of preserving persons and/or property in the event of an emergency at any time without prior notice to Lessee; provided, however, in case of any such entry Lessor shall promptly notify Lessee of such entry in writing or telephonically as soon as practicable.

20. Conditions of Installation.

- (a) <u>System Poles and Antennas</u>. To assure that wireless communication systems are as unobtrusive as possible, all wireless communication system poles and antenna shall be placed on poles, as approved by Lessor.
- (b) Return of Quality of Premises. Lessee, at its sole expense, shall, upon completion of the installation or upon removal, assure that the Premises are returned to the condition of the Premises prior to installation, except as set forth in Paragraphs 7(b) and 18 above. This includes, but is not limited to, landscaping, grade, lighting and utilities hook-up. To the extent reasonably feasible, installation and removal shall not disrupt nor interfere with the normal and customary use of Lessor's Land.
- (c) <u>Coordinate Construction</u>. Subsequent to the installation of the Lessee Facilities, Lessee shall coordinate any other construction activities with Lessor so as to minimize any disturbance to activities on the Property.
- (d) Construction Bond. Lessee shall provide a construction completion bond in the full amount of the estimated construction cost guaranteeing all work, in a form and from a company approved by the City Attorney, to be completed to the reasonable satisfaction of the Lessor and within the defined timelines. This bond shall be posted at the time of the issuance of the building permits and may be removed within sixty (60) days after completion of installation of the Lessee Facilities.
- 21. Removal. Should Lessee fail to remove the Lessee Facilities from the Land within ninety (90) days after the expiration or earlier termination of this Agreement, Lessor may remove and store the Lessee Facilities at Lessee's sole expense. If Lessee thereafter does not claim the Lessee Facilities, and provided that Lessor has given

Lessee and any third party financing entity ninety (90) days prior written notice, the Lessee Facilities shall be deemed abandoned, and Lessee shall not have any additional obligations therefor, and Lessee shall be responsible to Lessor for all costs Lessor incurred in removing and storing such Lessee Facilities.

22. <u>Adjacent Property</u>. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all damages of any nature to improvements within or about the Premises to the extent caused by the construction undertaken by Lessee upon or to the Premises or of the Lessee Facilities, except to the extent caused by the negligence, willful misconduct or violation of law, or breach of this Lease by Lessor.

23. Wireless Communications Facility Permit Approval Conditions:

- (a) <u>Interference Risk</u>. Lessee recognizes that the frequencies used by the communications facility located at the Premises may be extremely close to the frequencies used by the City for Public Safety thereon. Any proximity will require extraordinary engineering measures to prevent interference, especially in the choice of frequencies and radio ancillary hardware.
- (b) Testing for Non-Interference. Before activating its facility, Lessee will submit to a post-installation test to confirm that the facility does not interfere with the City affiliated Public Safety radio equipment. This test will be conducted by the Communication Division of the Orange County Sheriff's Department or a City approved contractor at the expense of Lessee. If interference is detected, Lessee will be allowed to lower the power during first 4 hours after detection and before shutting down the site completely. If interference is still present after 4 hours of lowered powered, Lessee will be allowed to restore to full power. If interference ceases during the period of lowered powered operation, Lessee will be required to completely shut down power and will have 24 hours to cure interference ("24-hour Cure Period").
- (c) <u>Ceasing Interference.</u> Lessee shall immediately cease operation of any equipment found to be causing interference with City's facilities, as determined during the 4 hour lowered powered operation period, and said equipment operation will cease until the cause of the interference is eliminated. Failure to cease such operation shall result in automatic suspension of the Lessee's right to operate under this Agreement.
- (d) Non-Interference with City Equipment. At all times, other than during the 24-hour Cure Period provided in (B) above, Lessee shall not prevent City's from having adequate spectrum capacity on City's 800 MHz radio frequency.
- (e) Emergency Contact. Lessee shall provide a 24-hour phone number to which interference problems may be reported, and will use commercially reasonable efforts to commence resolving all interference complaints pursuant to this Paragraph within 24 hours.
- (f) Point of Contact. Lessee will provide a "single point of contact" in its Engineering and Maintenance Departments to ensure continuity on all interference issues. The name, telephone number and e-mail address of that person shall be provided to Lessor's designated representative upon activation of the facility.

(g) <u>Lessee Compliance</u>. Lessee shall insure that Lessee and all of its employees, officers, agents and assigns comply with the terms and conditions of this Agreement.

21. <u>Miscellaneous</u>:

- (a) <u>Entire Agreement.</u> This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties
- (b) Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (c) <u>Binding.</u> This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- (d) <u>Notices.</u> Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: City of Fullerton

303 W. Commonwealth Avenue

Fullerton, CA 92832

Lessee: T-Mobile West LLC

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

Attn: Lease Compliance/Site No. LA02633A

Lessor or Lessee may from time-to-time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal.

- (e) <u>California Law.</u> This Agreement shall be governed by the internal laws of the State of California.
- (f) <u>No Unreasonable Delays.</u> In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition or withhold its approval or consent.
- (g) Integration. All Exhibits form material parts of this Agreement.
- (h) <u>Counterparts.</u> This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

- (i) No Other Agreements. It is agreed and understood that this Lease contains all agreements, promises and understandings between Lessor and Lessee, and no verbal or oral agreements, promises or understandings shall or will be binding upon either Lessor or Lessee, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.
- (j) <u>Plain Meaning</u>. The language of all of the parts of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed either for or against either party.
- (k) <u>Injunctions</u>. In addition to the other remedies provided for in this Lease, Lessor and Lessee shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions or provisions herein contained if deemed appropriate by a court of competent jurisdiction.
- (I) <u>Captions.</u> The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease or limit or amplify any of its terms or provisions.
- (m) <u>Full Execution Required.</u> This Lease is not and shall not be binding on either party until and unless it is fully executed by both parties.

above written.	ecuted this Agreement as of the date firs
LESSOR:	
City of Fullerton, a municipal corporation	
By: Eddie Manfro, Interim City Manager	
Eddie Marii o, interim oity Manager	
APPROVED AS TO FORM:	
Richard D. Jones, City Attorney	
LESSEE:	
T-Mobile West LLC, a Delaware limited liability com	pany
Ву:	
Name:	
Title:	
Date:	
MISTORIUS CONTRACTOR C	

EXHIBIT A

To

TELECOMMUNICATIONS SITE LEASE AGREEMENT (GROUND) LEGAL DESCRIPTION OF LAND

Site Name: Woodcrest Park (Woodcrest Park)

Site I.D. No.: LA02633A

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE EASTERLY 365 FEET OF THE PORTION OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY

RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID NORTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 13, SOUTH 0° 38' 30" WEST 841.50 FEET FROM THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 89° 59' 20" WEST 1328.82 FEET, MORE OR LESS TO A POINT IN THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33:

THENCE SOUTH 0° 38' 10" WEST ALONG SAID WEST LINE, 323.50 FEET TO A POINT;

THENCE NORTH 89° 59' 20" EAST 1328.72 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33:

THENCE 0° 38' 30" EAST ALONG SAID EAST LINE 323.50 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

APN: 032-190-08

EXHIBIT B

To

TELECOMMUNICATIONS SITE LEASE AGREEMENT (GROUND) LEGAL DESCRIPTION OF PREMISES

Site Name: Woodcrest Park (Woodcrest Park) Site I.D. No.: LA02633A

A parcel of land, situated in the City of Fullerton, County of Orange, State of California, also being A portion of the West One-Half of the Northeast One-Quarter of Fractional Section 4, Township 4 South, Range 10 West, San Bernardino Meridian, as shown on a Record of Survey Filed in Book 41, Page 22 of Records of Survey in the Office of the County Recorder of said Orange County, California, further described as follows:

BEGINNNING at the Northwest corner of the Northeast Quarter of said Section 4, as shown on said Record of Survey map referenced above; thence the following courses:

South 89° 58' 00" East along the northerly line of said Section, also being the centerline of Orangethorpe Avenue as shown on said Record of Survey map, a distance of 664.32 feet; thence, leaving said section and centerline, South 00° 15' 00" West, 145.90 feet;

Thence, North 89° 45'00" West, 40.26 feet

Thence South 00° 15' 00" West, 3.74 feet;

Thence South 46° 02' 40" West, 28.00 feet;

Thence South 43° 57' 20" East, 2.50 feet to the TRUE POINT OF BEGINNING;

Thence, North 46° 02' 40" East, 10.00 feet;

Thence, South 43° 57' 20" East, 28.67 feet;

Thence South 46° 02' 40" West, 10.00 feet; and

Thence, North 43° 57' 20" West, 28.67 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 286.70 Square Feet.

EXHIBIT C

To

TELECOMMUNICATIONS SITE LEASE AGREEMENT (GROUND) SITE PLAN WITH EQUIPMENT DETAIL

Site Name: Woodcrest Park (Woodcrest Park) Site I.D. No.: LA02633A

(See Attached)

• Mobile

Mobile 5 mg

SITE NAME: SITE NUMBER: LA02633A

SITE TYPE: COLLOCATION POLE WOODCREST PARK SM231

COUNTY: CITY: JURISDICTION:

FULLERTON

CITY OF FULLERTON

SITE NAME: SO SE STORY OF STITE NUMBER: THE

SITE NUMBER:

LA02633A

1000 CALLE CORDILLERA, SAN CLEMENTE, CA 92673 WWW.LEAFCOMM.COM (949) 388-0192

440 W ORANGETHORPE AVENUE

FULLERTON, CA 92832

PROJECT: T-MOBILE ANCHOR / 67D5A998C

SITE INFORMATION

PROPERTY OWNER:

CURRENT USE: PROPOSED USE: JURISDICTION CURRENT ZONING: GROUND ELEVATION LATITUDE/LONGITUDE: SITE ADDRESS ±144, 073-051-01

ACCESSIBILITY REQUIREMENTS: ALICE LOYA
303 WESTCOMMONWEALTH AVENUE
FULLERTON, CA 92832
(714) 738-6599 NO CHANGE UNMANNED TELECOMMUNICATIONS FACILITY 33.85894598/-117.93119300 (NAD83) 440 W ORANGETHORPE AVENUE FULLERTON, CA 92832 CITY OF FULLERTON

THE FACILITY IS UNMANNED AND NOT FOR CONTINUOUS HUMAN HABITATION. DISABLED/GHALLENED ACCESS IS NOT REQUIRED PER CGC 2019, SECTION 11B-203.4 (LIMITED ACCESS SPACE)

THE PURPOSE OF THIS PROJECT IS TO PROPOSE AN ANTENNA MODIFICATION ON AN EXISTING WIRELESS SITE

OVERALL SITE PLAN GENERAL NOTES

PROJECT DESCRIPTION

SCOPE OF WORK: (T-MOBILE ANCHOR / 67D5A998C - RFDS REV 4)

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 5 NDD () RUDIO 445 REA (THE MID CARNETS FOR SPACE

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PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME

PROJECT TEAM

REFERENCE DOCUMENTS

T-MOBILE WEST CORP. 2008 MCGAW AVENUE IRVINE, CA 92614

DRAWING INDEX SHEET DESCRIPTION DRIVING DIRECTIONS

DIRECTIONS FROM T-MOBILE OFFICE: (2008 MCGAW AVENUE, IRVINE, CA 92614)

- GET ON CA-55 N/STATE RTE 55 N FROM MCGAW AVE, RED HILL AVE AND MACARTHUR BLVD

PROJECT: T-MOBILE ANCHOR / 67D5A998C

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 TAKE THE THE SAN EXCLUSION

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 THEN LEFT AT THE SET CASES STREET ONTO WORANGETHORRE

 NEETHATOON WILL BE ON THE REGHT
- DESTINATION WILL BE ON THE RIGHT
- 440 W ORANGETHORPE AVENUE, FULLERTON, CA 92832

CALL CALIFORNIA ONE CALL
(800) 227-2600
CALL 3 WORKING DAYS
BEFORE YOU DIG!

APPROVALS



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CONSTRUCTIO MANAGER:

DEVELOP MANAGER LANDLORD

SITE DEVELOPMENT MANAGER CONTACT

T-MOBILE WEST CORP. 2008 MCGRAW AVENUE

2019 CALIFORNIA BUILDING CODE 2019 CALIFORNIA ADMINISTRATIVE CODE 2019 CALIFORNIA BELECTRICAL CODE 2019 CALIFORNIA MECHANICAL CODE 2019 CALIFORNIA ENERGY CODE

2019 CALIFORNIA FIRE CODE CITY/COUNY ORDINANCES ANSI/TIA-222-H

SAC EPRESENTATI

FOPS:

RF ENGINEER: ZONING MANAGER:

SITE ACQUISITION CONTACT:

LEAF COMMUNICATIONS 1000 CALLE CORDILLERA, SAN CLEMENTE, CA 92673 DEREK PATTON (949) 388-0192 DEREK-PATTON (@LEAFCOMM COM

ALI WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADDITED BY THE LOCAL COVERNING AUTHORITIES WORLD IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES

APPLICABLE CODES

ENGINEER OF RECORD CONTACT:

LEAF COMMUNICATIONS
1000 CALLE CORDILLERA,
SAN CLEMENTE, CA 92673
ESRA H PERSELLIN, P.E. - (949) 388-0192
ESRA PERSELLIN@LEAFCOMM.COM

A&E CONTACT APPLICANT

LEAF COMMUNICATIONS
1000 CALLE CORDILLERA,
SAN CLEMENTE, CA 92673
LONG NGUYEN - (949) 388-0192
LONG,NGUYEN @LEAFCOMM.COM

MOUNT ANALYSIS: LEAF COMMUNICATIONS DATED: TBD STRUCTURAL ANALYSIS: LEAF COMMUNICATIONS DATED: TBD

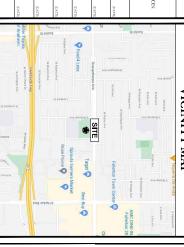
VICINITY MAP

ESRA H. PERSELLIN 05/21/2021 C 88844

PROFESS/O

COMMUNICATIONS

06/30/2022 CIVIL 1



TITLE SHEET

GENERAL NOTES:

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PROJECT: T-MOBILE ANCHOR / 67D5A998C

440 W ORANGETHORPE AVENUE

FULLERTON, CA 92832

THICK
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TOWER MOUNTED AMPLIFIER
TOP OF SURFACE
TUBE STIBL
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ENTER PROPERTY OF THE PROPERTY

WITH WOOD WATER RESISTANT WEIGHT

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SITE NAME: SI STORY OF STITE NUMBER: TME

SITE NUMBER:

LA02633A

1000 CALLE CORDILLERA, SAN CLEMENTE, CA 92673 WWW.LEAFCOMM.COM (949) 388-0192



3 COMMUNICATIONS

ABBREVIATIONS

- TOWER MODIFICATION NEEDED

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 SANTENNA IRES RECORE

 109.06 WILL BE REGIONED TO THE SPONT ANTENNAS. RET

 RECOMPGURATIONS REQUIRED

 BUCKET ZOONFOURSTON

ESRA H. PERSELLIN 05/21/2021 C 88844 06/30/2022 CIVIL PROFESS/O

GENERAL NOTES

SHEET NAME:

FIELD OPS NOTES

GENERAL NOTES

