

**AGREEMENT BETWEEN THE
CITY OF FULLERTON AND DISH WIRELESS
TO LEASE PROPERTY
3151 North Euclid Street, A
Fullerton, CA 92831**

This Lease Agreement (“Agreement”) is made this ____ day of _____, 2022 in the City of Fullerton, California, by and between the CITY OF FULLERTON, a municipal corporation on its own behalf, herein designated as Landlord (“Landlord”), and Dish Wireless, LLC, a Colorado limited liability company, with its mailing address at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“Tenant”). The Landlord and Tenant are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

1. PREMISES.

Landlord hereby leases to Tenant a portion of that certain parcel of real property (the entirety of Landlord’s property is referred to hereinafter as the “Property” and is more particularly described in Exhibit “A” attached hereto) containing approximately 180’ square feet, located at 3151 North Euclid Street, A, Fullerton, CA 92835, for the installation and maintenance of improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the “Telecommunication Facilities”, being substantially as described herein in Exhibit "B" attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress and utilities, over, under, or along variable width rights-of-way extending from the nearest public right-of-way, to the leased premises for access, said demised premises and right-of-way hereinafter collectively referred to as the “Premises”.

2. TERM.

This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for ten (10) years (“Initial Term”) and shall commence on the Commencement Date (as hereinafter defined). The “Commencement Date” is defined as the first (1st) day of the month following the date this Agreement is executed by the Parties or the first (1st) day of the month following the date Tenant is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last. Upon expiration of the Initial Term or Renewal Terms, this Agreement will automatically renew up to a maximum of two (2) times for five (5) additional years each (each additional five (5) year term shall be defined as a “Renewal Term”) unless Tenant delivers to Landlord written notice of termination at least six (6) months prior to the end of the Initial Term or the then existing Renewal Term. The Initial Term and any Renewal Terms are collectively referred to as the “Term”.

3. CONSIDERATION.

Commencing on the first day of the month following the Commencement Date, Tenant will pay to Landlord an annual rental payment for the Premises of Thirty Six Thousand and No/100 Dollars (\$36,000.00) ("Rent"), which shall be paid no later than ninety (90) following the Commencement Date. Thereafter, Rent is due and payable annually in advance on or before the anniversary date of the Commencement Date.

4. INCREASE IN RENTAL RATE.

Commencing on the June 1, 2023, and annually each year thereafter (the "Adjustment Date"), the annual Rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average, All Items, Not Seasonally Adjusted, Base Period 1982-84=100 ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator, published three (3) months prior to the Adjustment Date, by the CPI-U indicator published one (1) year and three (3) months prior to the Adjustment Date, and multiplying the resultant number by the annual rental amount of the most recent Rent. In no event shall the increase in rent calculated for any one (1) year period be less than two percent (2%) or greater than four percent (4%) of the most recent rent. In the event of a decrease in the CPI-U indicator, the rent will not decrease but will remain the same as in the previous year.

5. USE AND GOVERNMENTAL APPROVALS.

- A. Tenant shall use the Premises solely for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement, and upgrade of the Telecommunication Facility.
- B. This Agreement and specifically the requirements of this Section do not address or alter the Landlord's building and planning approval and permit process. As such, Tenant must abide by the Landlord's regular procedure and schedule for permit and land use approvals.
- C. Tenant will maintain the Premises in a good condition reasonable wear and tear excepted. Landlord will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. Each Party shall perform maintenance on its own accord and in no event later than twenty (20) days after receiving notice from the other Party regarding a need for such maintenance unless a dangerous condition (including but not limited to fire, structural collapse, loose/falling antenna) is reported in which case the noticed Party shall have forty-eight (48) hours to address the dangerous condition. In the event of a failure to adequately repair or otherwise address, in Landlord's sole and absolute discretion, a noticed dangerous condition within forty-eight hours of delivery of said notice, Landlord shall be entitled to conduct any maintenance, repair, or alteration necessary to address the dangerous condition, in

Landlord's sole and absolutely discretion, and Landlord shall be entitled to recover costs incurred thereby from Tenant.

- D. It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit Tenant use of the Premises as set forth above. Landlord, in Landlord's capacity as property owner and not in regard to Landlord's powers as a municipal corporation with land use powers, shall take no action which would adversely affect the status of the Property with respect to the proposed use by Tenant. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. Tenant acknowledges and agrees that Landlord is not making any representation, warranty, or guarantee regarding any Governmental Approval required for Tenant's use.
- E. Subject to the terms of this Agreement, nothing in this Agreement prevents Landlord from construction, repair, alteration, or modification of any portion of the Property or improvements thereon. Any construction, repair, alteration, or modification of the Property or improvements thereon shall be done at Landlord's sole cost except for any work related to the Telecommunications Facility or Tenant's use of the Premises for which Tenant shall remain responsible. In the event Landlord's construction, repair, alteration, or modification of the Property or improvements thereon is necessitated by Tenant's use of the Premises or Telecommunications Facility, Tenant shall be solely responsible for the costs of such construction repair, alteration, or modification made by Landlord attributable to Tenant's use of the Premises or Tenant's Telecommunications Facility. Tenant shall fully and promptly pay for all utilities furnished to the Premises for the constructing, maintaining, and operating of the Telecommunication Facility. If permitted by the local utility company servicing the Property, Tenant will install a separate meter for the measurement of electric power and will pay for the electricity used by Tenant. If installation of a separate meter is not permitted by the utility, Tenant shall furnish and install, at its sole cost and expense, an electrical sub-meter at the Premises, for the measurement of electrical power used by the Tenant, in which event, Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

Tenant, at its expense, may use any and all appropriate means of restricting access to the Telecommunication Facilities, subject to Landlord approval. If the Premises are located on or adjacent to infrastructure critical to public health and safety, including but not limited to utility infrastructure, Tenant will be required to restrict access as follows:

The Property houses two water reserve tanks which can be considered for the purposes of this Agreement as critical infrastructure. Tenant shall restrict access to only Tenant's authorized staff or its subleased tenants. The Premises should not be easily accessible for the public at large.

F. Tenant shall have the right to replace, repair, or otherwise modify the Telecommunication Facility or any portion thereof during the Term of this Agreement, as long as Tenant ensures that such modifications or additions will not interfere with other then existing systems on the Property and does not exceed the Premises. Before commencing any subsequent alterations to the Telecommunications Facility, Tenant shall have obtained all required governmental approvals, including those of Landlord, in its capacity as regulator. Further, upon request of Landlord, as property owner, Tenant shall submit specifications and plans for Landlord's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Any material deviation from the design and plan set forth herein may require a reasonable increase in rent.

G. Interference. Tenant agrees to use commercially reasonable efforts to ensure Tenant's Telecommunications Facility does not cause measurable Interference (as defined below) with any equipment installed at the Property as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Telecommunications Facility ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Tenant shall (if Tenant is causing the Interference) or Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied. Emergency first responder equipment or existing tenant CATV site equipment is exempt from this clause.

6. CONDITION OF PREMISES.

Tenant has inspected and hereby accepts the Premises in the condition existing as of the date of execution hereof, subject to all applicable laws and regulations. Except as expressly provided in this Agreement, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises.

7. LANDLORD'S RIGHT OF INSPECTION.

Landlord, through its employees/agents, reserves the right of entry to enter in and upon the Premises at all reasonable times during the Term of this Agreement for the purpose of the inspection of the Premises upon twenty-four (24) hours prior notice to Tenant and Tenant having the opportunity to have its representative present, provided however, Landlord will not alter the Telecommunication Facility or unreasonably interfere with the operations thereof. Landlord reserves the right of entry to the Premises in the case of an emergency, provided Landlord shall give notice to Tenant promptly after such emergency entry describing the nature of the emergency and the actions performed by Landlord to address such emergency. For purposes of this paragraph, "emergency" shall mean an imminent threat of property damage or harm to persons.

8. TAXES.

Tenant's possession of the Premises may be subject to taxation under California Revenue and Taxation Code section 107 et seq. Tenant shall be solely responsible for and shall promptly pay any such taxes attributable to Tenant's improvements on the Premises.

9. INDEMNIFICATION.

Tenant agrees to defend, indemnify and hold harmless Landlord, its elected officials, officers, agents, volunteers and employees from any claims, losses, damages, costs, expenses, liabilities, causes of action, fines or penalties, including but not limited to attorney's fees (collectively "Claims") for personal injury or death or damage to property incurred by Landlord arising out of or related to the activities and operations of Tenant or its officers, agents or employees on the Property or Premises, whether such activities or operations are authorized by this Agreement or not. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Tenant. Further, Tenant shall pay for any and all damage, loss or theft to the property of Landlord to the extent such damage, loss or theft is related to the activities and operations of Tenant or its officers, agents and employees on the Property. Landlord shall not be responsible for any loss or damage to any property owned or controlled by Tenant that is situated on the Property. The indemnification obligations of this paragraph do not apply to any Claims to the extent such Claims are attributable to the negligence or willful misconduct of Landlord or any of its elected officials, officers, agents, volunteers or employees.

The indemnities set forth in this Section shall survive the expiration or termination of this Agreement.

10. INSURANCE.

Tenant shall carry, maintain, and keep in full force and effect throughout the duration of this Agreement, the following insurance coverage with insurers with current BEST's ratings of no less than A-, Class VII and authorized to do business in the State of California:

- A. Commercial general liability insurance, policy or policies in a form at least as broad as ISO Form #CG 00 01, with limits of \$2,000,000 per occurrence against any bodily

injury, personal injury, or property damage which may occur as a result of wrongful or negligent acts by Tenant, its officers, employees, agents, and independent contractors in relation to Tenant's use of the Premises or performance of any obligation under this Agreement. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit;

- B. Business Automobile Liability Insurance, in a form at least as broad as ISO Form CA #0001 with combined single limits coverage of \$1,000,000 per accident for bodily injury and property damage. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. Workers' Compensation Insurance in accordance with the laws of the State of California with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- D. Any deductible or self-insured retention must be declared to the Landlord.
- E. All insurance coverages shall be confirmed by providing Landlord with required endorsements and certificates of insurance. Tenant is required to file the required policy endorsements and certificates with Landlord on or before the Commencement Date of this Agreement, and to thereafter maintain current required endorsements on file with Landlord. To the extent that Tenant has any coverage amounts in excess of the minimum amounts listed in subsection 10.A. of this agreement, then DISH may satisfy the requirements of this Section 10 by a combination of the attendant policies, self-insurance, or umbrellas/excess insurance.
- F. Commercial General Liability and Business Automobile Liability Policies shall contain or be endorsed to contain the following provisions:
 - 1. The Landlord, its officers, officials, employees, and volunteers are to be covered as an additional insured as respects by endorsement as respects this Agreement: liability caused, in whole or in part, by activities performed by or on behalf of the Tenant; products and completed operations of the Tenant; premises owned, occupied or used by the Tenant; or automobiles owned, leased, hired, or borrowed by the Tenant.
 - 2. The Tenant's insurance coverage shall be primary insurance as respects the Landlord, its elected and appointed officials, officers, employees, and volunteers.
 - 3. Any insurance or self-insurance maintained by the Landlord, its officers, elected and appointed officials, employees, or volunteers shall be excess of the Tenant's insurance and shall not contribute with it.
 - 4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Landlord, its officers, officials, employees, or volunteers.
 - 5. The Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

G. Workers' Compensation.

1. Each Party shall agree to waive all rights of subrogation against the other Party and its officers, elected and appointed officials.

H. All Coverages.

1. Tenant shall provide prompt written notice to the City after cancellation or nonrenewal of any required coverage that is not replaced.

11. TERMINATION.

- A. This Agreement, 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 on (45) days prior written notice, which default is not cured after the applicable cure periods.
- B. Provided Tenant is not in default and shall have paid all rents and sums due and payable to the Landlord by Tenant, Tenant may terminate this Agreement upon the annual anniversary of the Effective Date of this Agreement provided that three (3) months' prior notice is given the Landlord.
- C. If any necessary applications for Governmental Approval should be finally rejected or any Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that Tenant in its sole discretion will be unable to use the Premises for its intended purposes or the Tenant determines that the Premises is no longer technically compatible for its intended use, Tenant may terminate this Agreement. Notice of the Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Tenant. All rental payments made to said termination date shall be retained by the Landlord. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

12. REMOVAL UPON TERMINATION.

Tenant, upon termination or expiration of the Agreement, shall, within sixty (60) days thereafter, remove any improvements it has installed on the Property, including but not limited to building(s), structures, fixtures and all personal property, and otherwise restore the Premises to its original condition on the date of execution of this Agreement, reasonable wear and tear and casualty excepted.

13. TITLE.

Landlord covenants that Landlord is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Landlord further covenants that there are no liens, judgments or impediments of title on the Property or affecting Landlord's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the Tenant as set forth above.

14. INTEGRATION.

This Agreement contains all agreements, promises and understandings between the Landlord and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either the Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void unless made in writing and signed by the Parties.

15. SEVERABILITY.

If any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.

16. NO WAIVER.

The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

17. GOVERNING LAW.

This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any legal proceeding related to this Agreement shall be filed in a federal or state court within Orange County.

18. ASSIGNMENT.

This Agreement may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the Tenant in the market defined by the Federal Communications Commission in which the Property is located; provided, however, Tenant shall provide prompt written notice to Landlord within thirty days after any such sale, assignment, or transfer, and Tenant shall provide Landlord with a fully executed copy of the assignment, sale or transfer document, signed by both Tenant and assignee/purchaser/transferee, indicating the assignee's/purchaser's/ transferee's assumption of all of Tenant's performance duties, liabilities and obligations under this Agreement. Tenant shall not be relieved of its performance duties, liabilities

or obligations under this Agreement until Landlord is in receipt of a fully executed copy of the document evidencing such assignment, sale or transfer and indicating the assignee's/purchaser's/transferee's assumption of Tenant's performance duties, liabilities, and obligations under this Agreement. As to other parties, this Agreement may not be sold, assigned or transferred (including but not limited to subleases) without the written consent of the Landlord, which such consent will not be unreasonably withheld, conditioned or delayed but which may include a requirement for a reasonable rent increase to be mutually agreed upon by Tenant and Landlord. Tenant shall require any sublessee to enter into a separate agreement for use of ground space for such sublessee's ground equipment. Any sublease that is entered into by Tenant shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. If Landlord sells or transfers the Property or the guyed tower during the Term, Landlord and the transferee shall enter into and fully execute a written assignment and assumption agreement to assign this Agreement, and all of Landlord's obligations set forth herein, to the transferee.

19. NOTICES.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Landlord:

Attn: City Manager
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, California 92832

Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUCCESSORS.

This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

21. ENVIRONMENTAL.

Tenant will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. As used in this Agreement, the term "Hazardous Material" means any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos). Tenant shall not have any liability with respect to Hazardous Materials that were on, under, or about the Property prior to the Effective Date or that were used, generated, stored or disposed of on, under, or about the Property by any party that is not Tenant or Tenant's employees, agents, contractors, or invitees.

22. AUTHORITY.

Each Party warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

23. CASUALTY.

In the event of damage by fire or other casualty to the Premises which is in no way partially or fully caused by Tenant, that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty which is not caused or contributed to by the conduct of Tenant, its employees, agents or licensees, so that such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than ninety (90) days, then Tenant may at any time following such fire or other casualty, provided Landlord has not completed any restoration required to permit Tenant to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to Landlord. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rent shall abate during the period of repair following such fire or other casualty unless such fire or other casualty is caused in whole or in part by the acts of Tenant.

24. CONDEMNATION.

In the event of any final condemnation of the Property, Tenant may terminate this Agreement upon fifteen (15) days' written notice to Landlord if such condemnation may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days. Tenant may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest); such authorization in no way limits Landlord's ability to make its own claims in such condemnation proceedings for its own damages and losses. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this

Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

25. SUBMISSION OF AGREEMENT.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

26. APPLICABLE LAWS.

Tenant shall use the Premises solely for its intended use, and in full accordance with all applicable laws, rules and regulations. Landlord and Tenant agree to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the other party.

27. SURVIVAL.

The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

28. RELOCATION.

Landlord, on one (1) occasion after the expiration of the Initial Term, may relocate Tenant to another location (herein referred to as the "Alternate Property"), provided:

- A. The Alternate Property is similar to Tenant's current Premises in size and is compatible for Tenant's use in Tenant's reasonable discretion;
- B. If relocation occurs during the first ten years of the Agreement, Landlord shall pay all actual and reasonable costs incurred by Tenant for relocating Tenant's Telecommunication Facility to the Alternate Property so that the Alternate Property is substantially similar to the original Premises, including all costs incurred to obtain all of the certificates, permits and other approvals that may be required by any Federal, State or local authorities and satisfactory soil boring tests which will permit Tenant use of the Alternate Property as contemplated under this Agreement Facility and;
- C. If relocation occurs after 10 years from the Effective Date, Tenant shall pay all reasonable costs for relocating Tenant's Telecommunication Facility and improving from the Premises to the Alternate Property so that the Alternate Property is

substantially similar to the original Premises, not including costs to build a new tower or water tank, but including all costs incurred to obtain all of the certificates, permits and other approvals needed for Tenant's Telecommunications Facility that may be required by any Federal, State or Local authorities as well as any satisfactory soil boring tests which will permit Tenant use of the Alternate Property as contemplated under this Agreement;

- D. Landlord shall give Tenant at least twelve (12) months written notice before requiring Tenant to relocate;
- E. Tenant must be involved in the redevelopment process and architectural planning of Landlord's intended expansion; and
- F. Landlord shall work with Tenant to ensure Tenant's service is not interrupted, and Tenant shall be allowed if necessary to place a temporary cell site and antenna structure on Landlord's Property during relocation.
- G. If Tenant, in its reasonable discretion, determines the proposed Alternate Property and/or relocation will not be suitable for Tenant's use, as defined herein, Tenant may terminate this Agreement upon written notice to Landlord, at any time after Tenant's receipt of Landlord's written Relocation Notice.

30. Memorandum of Agreement. Tenant may record, at Tenant's cost, a mutually agreed upon Memorandum of Agreement related to this Agreement.

31. Force Majeure. Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including actions of the other Party that hinder or prevent the performance or anticipated performance of a Party.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

CITY OF FULLERTON, a municipal corporation

By: Eric Levitt
Title: City Manager

TENANT:

Dish Wireless, a Colorado limited liability company



By: Dave Mayo
Title: Executive Vice President

APPROVED AS TO LEGAL FORM

By: Name: Richard D. Jones
Title: City Attorney

ATTEST

By: Name: Lucinda Williams
Title: City Clerk

Exhibit A (Property Description)

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

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA PARTLY WITH IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AS SHOWN ON THE MAP OF TRACT NO. 64, RECORDED IN BOOK 10, PAGE 14 OF MISCELLANEOUS MAPS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE ALONG THE EAST LINE OF SAID SECTION 17, NORTH $0^{\circ} 11' 40''$ WEST 703.58 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO PENOBSCOT INVESTORS COMPANY, NO. 10, INC., RECORDED IN BOOK 4050, PAGE 298, ET SEQ., OFFICIAL RECORDS OF SAID ORANGE COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID PENOBSCOT INVESTORS CO. NO. 10, INC., PARCEL, NORTH $88^{\circ} 08' 18''$ WEST 631.55 FEET;

THENCE SOUTH $74^{\circ} 51' 52''$ WEST 253.97 FEET;

THENCE NORTH $59^{\circ} 00' 08''$ WEST 302.87 FEET;

THENCE SOUTH $81^{\circ} 59' 42''$ WEST 752.37 FEET TO AN ANGLE POINT IN THE SAID SOUTHERLY LINE OF PENOBSCOT INVESTORS CO. NO. 10, INC., PARCEL;

THENCE LEAVING LAST SAID SOUTHERLY LINE, SOUTH $46^{\circ} 59' 35''$ WEST, 3.93 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH $46^{\circ} 59' 35''$ WEST 824.88 FEET;

THENCE SOUTH $26^{\circ} 00' 00''$ EAST 730.00 FEET;

THENCE EAST 875.00 FEET;

THENCE NORTH $39^{\circ} 04' 04''$ EAST, 348.00 FEET TO A POINT IN A CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,240.00 FEET; A RADIAL THROUGH SAID POINT BEARING SOUTH $30^{\circ} 56' 07''$ WEST;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $21^{\circ} 42' 03''$

NORTHWESTERLY 469.65 FEET;

THENCE TANGENT TO SAID CURVE, NORTH $37^{\circ} 21' 50''$ WEST 572.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,240.00 FEET;

THENCE ALONG THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF $10^{\circ} 00' 30''$

NORTHWESTERLY 216.60 FEET, MORE OR LESS, TO SAID TRUE POINT OF BEGINNING.

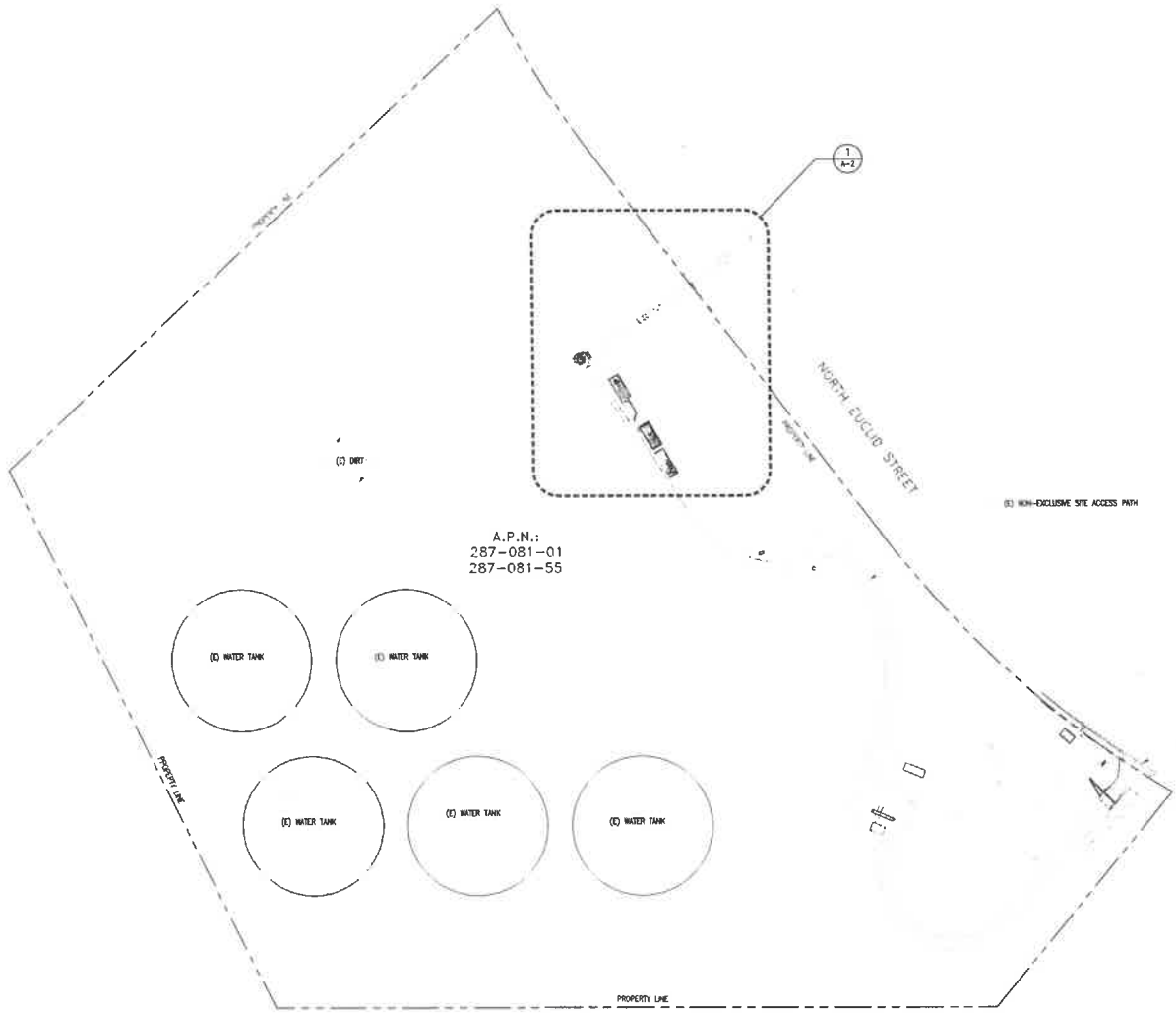
EXCEPT ALL OF THAT PORTION OF THE LAND WHICH LIES BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF SAID LAND, AS CONTAINED IN THAT CERTAIN DOCUMENT RECORDED MAY 10, 1960, IN BOOK 5236, PAGE 404, OF OFFICIAL RECORDS.

Assessor's Parcel Number: 287-081-01 and 287-081-55

Exhibit B (Premises Description)

See attached site plan

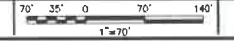
- NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.



A.P.N.:
287-081-01
287-081-55



OVERALL SITE PLAN



dish
WIRELESS

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

BUTLER
America Telecom
LLC

CDG

2121 41ST DR WEST
SUITE B100-111
RIVERWOOD SANTA ANGELO, TX 76908
dconner@lowmesgroup.com
949-308-6664

NOT TO BE USED
FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: JPC | CHECKED BY: JPC | APPROVED BY: DC

RFDS REV #: 1 | 03/01/2022

ZONING DOCUMENTS

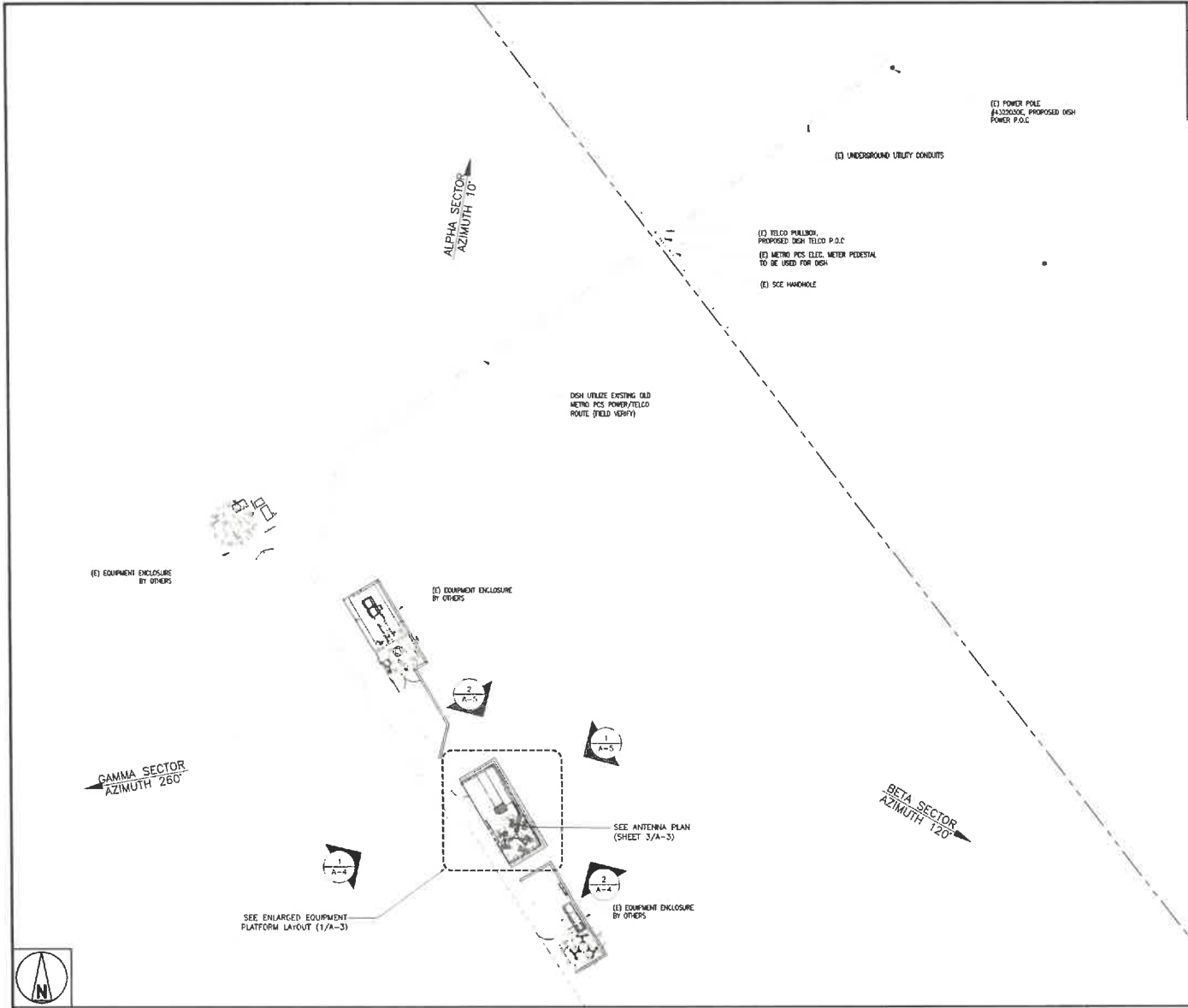
SUBMITTALS	
REV	DESCRIPTION
A	ISSUED FOR 90% TO REVIEW
B	ISSUED FOR 100% TO

(VENDOR) PROJECT NUMBER
LSSNA01114B

DISH PROJECT NUMBER
LSSNA01114B
TANK FARM
3151 NORTH EUCLID STREET
FULLERTON, CA 92835
MONOPINE

SHEET TITLE
OVERALL
SITE PLAN

SHEET NUMBER
A-1



- NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
 3. CONTRACTOR TO VERIFY WITH DISH C.M. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.

(E) POWER POLE #1220202, PROPOSED DISH POWER P.O.C.

(E) UNDERGROUND UTILITY CONDUITS

(E) TELECOM BUILDING, PROPOSED DISH TELECOM P.O.C.

(E) METRO PCS ELEC. METER PEDESTAL TO BE USED FOR DISH

(E) SEE HANDHOLE

DISH UTILIZE EXISTING OLD METRO PCS POWER/TELECO ROUTE (FIELD VERIFY)

(E) EQUIPMENT ENCLOSURE BY OTHERS

(E) EQUIPMENT ENCLOSURE BY OTHERS

SEE ANTENNA PLAN (SHEET 3/A-3)

(E) EQUIPMENT ENCLOSURE BY OTHERS

SEE ENLARGED EQUIPMENT PLATFORM LAYOUT (1/A-3)

ALPHA SECTOR AZIMUTH 70

BETA SECTOR AZIMUTH 120

GAMMA SECTOR AZIMUTH 260

16' 12' 8' 4" 0 16' 32'

1/16"=1'-0"

1

dish WIRELESS

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

BUTLER
America Telecom LLC

CDG

2235 ARROW POINTE
SUITE 8100-131
FRENCH SANTA ANITA, CA 92508
310-226-1844

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LE JPC DC

RFDS REV #: 1 03/01/2022

ZONING DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	03/07/2022	ISSUED FOR 90% 2D REVIEW
B	04/13/2022	ISSUED FOR 100% 2D

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MONOPINE

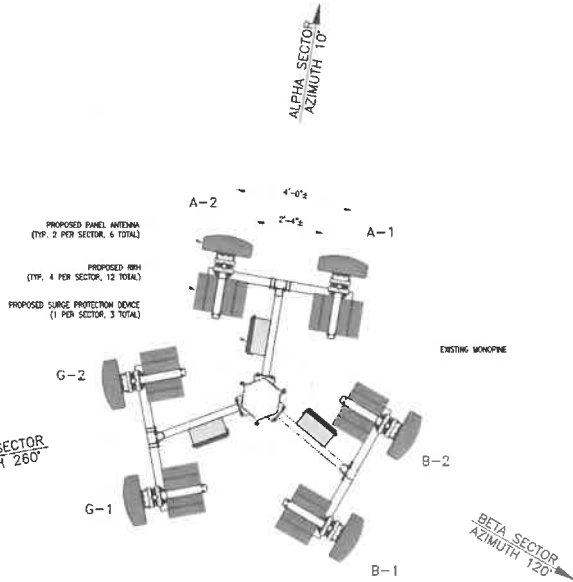
SHEET TITLE
ENLARGED BUILDING PLAN

SHEET NUMBER
A-2

ENLARGED BUILDING PLAN

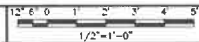
NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
3. ALPHA SECTOR SHOWN TYPICAL FOR BETA AND GAMMA SECTORS.

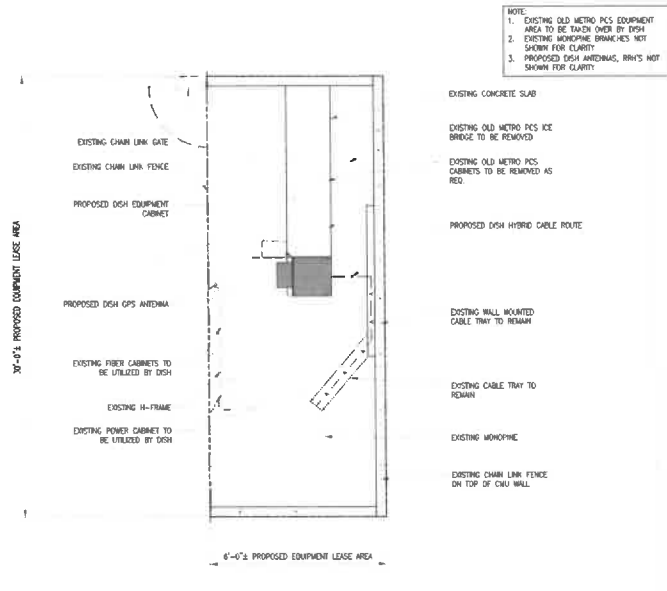


NOTE:
 1. EXISTING OLD METRO PCS ANTENNAS TO BE REMOVED.
 2. EXISTING MONOPINE BRANCHES NOT SHOWN FOR CLARITY.

ANTENNA LAYOUT



3



NOTE:
 1. EXISTING OLD METRO PCS EQUIPMENT AREA TO BE TAKEN OVER BY DISH.
 2. EXISTING MONOPINE BRANCHES NOT SHOWN FOR CLARITY.
 3. PROPOSED DISH ANTENNAS, RRH'S NOT SHOWN FOR CLARITY.

EQUIPMENT LAYOUT



SECTOR	POSITION	ANTENNA			JUMPER CABLE	
		EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	AZMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A1	PROPOSED	TBD	10°	55'-0"	COAX
	A2	PROPOSED	TBD	10°	55'-0"	10'-0" MAX
BETA	B1	PROPOSED	TBD	120°	55'-0"	COAX
	B2	PROPOSED	TBD	120°	55'-0"	10'-0" MAX
GAMMA	G1	PROPOSED	TBD	260°	55'-0"	COAX
	G2	PROPOSED	TBD	260°	55'-0"	10'-0" MAX

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA OR RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

SECTOR	POSITION	RADIO		TRANSPORT CABLE
		EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	
ALPHA	A1	PROPOSED	(2) FUJITSU	(1) HYBRID - 80'
	A2	PROPOSED	(2) FUJITSU	
BETA	B1	PROPOSED	(2) FUJITSU	(1) HYBRID - 80'
	B2	PROPOSED	(2) FUJITSU	
GAMMA	G1	PROPOSED	(2) FUJITSU	(1) HYBRID - 80'
	G2	PROPOSED	(2) FUJITSU	

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA OR RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

ANTENNA SCHEDULE

NO SCALE

2



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



2248 AVENUE PERRY
SUITE B160-131
RANCHO SANTA ANITA, CA 92688
661-999-2222
949-536-4644

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DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____
 LE JPC DC

RFDS REV # 1 03/01/2022

ZONING DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
A	03/07/2022 ISSUED FOR 30% ZP REVIEW
B	04/13/2022 ISSUED FOR 100% ZP

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LSSNA01114B

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TANK FARM
3151 NORTH EUCLID STREET
FULLERTON, CA 92835
MONOPINE

SHEET TITLE
EQUIP / ANTENNA PLANS,
AND SCHEDULE

SHEET NUMBER

A-3