

**AGREEMENT BETWEEN THE CITY OF FULLERTON AND NEW CINGULAR  
WIRELESS PCS, LLC, TO LEASE PROPERTY AT 3151 N. EUCLID STREET,  
FULLERTON, CALIFORNIA**

This Land Lease Agreement ("Agreement") is made this day of [ ], [ ] 2025 (the "Effective Date") in the City of Fullerton, California, by and between the CITY OF FULLERTON, a municipal corporation on its own behalf, and with its mailing address at 303 W. Commonwealth Ave., Fullerton, California 92832, ("City" or "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with its mailing address at 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("Tenant"). The Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**RECITALS**

WHEREAS, Parties (or their predecessors in interest) entered into a Telecommunications Site Lease Agreement (Ground) dated September 29<sup>th</sup>, 2005, , (the "Original Lease") in which Landlord leased to Tenant the right to use a portion of the Property, as defined below, for Tenant's installation and operation of its telecommunication equipment.

WHEREAS, the Original Lease will expire on November 20, 2025 (the "Original Lease Expiration Date"), and the Parties mutually desire to enter into this Agreement as a replacement agreement effective the day immediately following the Original Lease Expiration Date. Thereafter, the Original Lease shall be null and void, and Tenant's occupancy at the Property shall be subject to the terms and conditions contained herein.

**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 1045 square feet, located at 3151 N. Euclid Street, Fullerton, California, 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"). In addition, Tenant has a non-exclusive license for ingress and egress, over, under, or along a 20 foot wide right-of-way extending from the nearest public right-of-way, to the leased premises for access being substantially as described herein in Exhibit "B" attached hereto and made a part hereof, 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 five (5) years (“**Initial Term**”) and shall commence on the Commencement Date (as hereinafter defined). The “**Commencement Date**” is defined as the day immediately following the Original Lease Expiration Date. Upon expiration of the Initial Term or Renewal Term, this Agreement will automatically renew up to a maximum of Three (3) 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 (the “**Rent Commencement Date**”), Tenant will pay Landlord a monthly rental payment for the Premises of Five Thousand and No/100 Dollars (\$5,000.00) (“**Rent**”). Thereafter, Rent is due and payable monthly in advance on or before the anniversary date of the Rent Commencement Date.

### 4. INCREASE IN RENTAL RATE

In year two (2) of the Initial Term, and each year thereafter, including throughout any Renewal Terms exercised, the yearly Rent will increase by three percent (3%) over the Rent paid during the previous year on the anniversary of the Rent Commencement Date. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

### 5. USE AND GOVERNMENTAL APPROVALS

- A. Solely for Telecommunications. 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 Facilities.
- B. Agreement is not Regulatory Approval. 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. Landlord Access to Property. The City reserves the right at any time to make alterations, additions, repairs, removals, and improvements to all or any part of the Property for any operational purpose. City and its designated agents have the right of access to any part of the Property (excluding the Premises) for any purpose provided that City shall take reasonable steps not to disrupt Tenant’s normal use of the Telecommunication Facilities.

D. Tenant Access to Property. Tenant, Tenant's employees, and authorized contractors, or subcontractors, shall have access to the Premises upon 72 hours prior notice to the City, twenty-four (24) hours a day, seven (7) days a week at no charge. Tenant is not required to provide such notice in the case of an emergency. To avoid delays in noticing, City encourages the Parties to agree to a schedule of those dates and times at which Tenant will access the Premises.

E. Tenant to Maintain Premises. 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 written 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.

F. Tenant May Apply for Governmental Approvals. 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.

G. Landlord May Still Improve Property. Notwithstanding the foregoing, 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 Facilities or 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 Facilities, Tenant shall be solely responsible for the costs of such construction repair, alteration, or modification made by Landlord. Tenant shall fully and promptly pay for all utilities furnished to the Premises for the constructing, maintaining, and operating of the Telecommunication Facilities. 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.

- H. Tenant May Restrict Access. Tenant, at its expense, may use any and all appropriate means of restricting access to the Telecommunication Facilities, subject to Landlord approval.
- I. Modifications to Wireless Facilities. Tenant shall have the right to replace, repair, or otherwise modify the Telecommunication Facilities or any portion thereof during the Term of this Agreement, provided 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 Facilities, 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, at no additional cost to Tenant.

## 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 seventy-two (72) hours prior notice to Tenant and Tenant having the opportunity to have its representative present, provided however, Landlord will not alter the Telecommunication Facilities 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, except to the extent such damage is caused by Landlord, its elected officials, officers, agents, employees, contractors or subcontractors. 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 effect throughout the duration of this Agreement, the following insurance coverage with insurers with current BEST's ratings of no less than B+, Class X and eligible to do business in the State of California:

- A. \$2M Commercial. Commercial general liability insurance, policy or policies in a form at least as broad as ISO Form #CG 001, with limits of \$2,000,000 combined single limit coverage per occurrence and in the aggregate 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.
- B. \$1M Commercial. Business Automobile Liability Insurance, 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. Workers' Compensation Insurance in accordance with the laws of the State of California.
- D. Deductibles. Any deductible or self-insured retention must be declared to the Landlord.
- E. Endorsements are Required. 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 effective date of this Agreement, and to thereafter maintain current required endorsements on file with Landlord.
- F. Endorsement Contents. The required insurance policies shall contain, or be endorsed to contain, the following provisions:
  1. Commercial General Liability, Business Automobile Liability Policies.
  2. The Landlord, its officers, officials, employees, and volunteers are to be included as an additional insured 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.
  3. The Tenant's insurance coverage shall be primary insurance as respects the Landlord, its elected and appointed officials, officers, employees, and volunteers.
  4. 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.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Landlord, its officers, officials, employees, or volunteers.
6. 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. Waiver of Subrogation. To the extent permitted by law, the insurer shall agree to waive all rights of subrogation against the Landlord, its officers, elected and appointed officials, employees, and volunteers for losses arising from work performed by the Tenant for the Landlord.

H. 30 Day Notice of Cancellation. Tenant shall provide at least thirty (30) days' prior written notice to the City of cancellation or nonrenewal of any required coverage that is not replaced.

## 11. TERMINATION

- A. 30 Day Notice of Termination. 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 thirty (30) days prior written notice, which default is not cured after the applicable cure periods. Tenant may terminate the Agreement at any time upon thirty (30) days prior written notice to Landlord for any or no reason.
- B. 3 Months of Notice of Non-Renewal. 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 this Agreement provided that three (3) months' prior notice is given the Landlord.
- C. Cancellation Due to Lack of Governmental Approvals. If, within the first six (6) months after the Effective Date, 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 Rent 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 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 San Diego 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. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, conditioned or delayed. Tenant may not sublet the Premises without the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided however, 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.

## 19. SUBLEASING/COLLOCATION

Tenant may sublease any portion of the Premises at its discretion and with immediate notice to Landlord provided that either (a) the sublease requires payments at a rate that is no less than half of the Rent; or (b) Landlord grants written permission in writing regarding the amount of compensation to be paid to Landlord. 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 representative of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which Tenant allows a third party to use of the Premises for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of Tenant set forth in this Agreement shall be binding on any Sublessee.

- A. If Tenant subleases any portion of the Premises, any rental paid by the Sublessee(s) shall be divided between the Landlord and the Tenant in the following manner: Fifty Percent (50%) to Landlord and Fifty Percent (50%) to Tenant. Any Sublessee shall be instructed to pay the forgoing percentage amounts directly to the Landlord and the Tenant and at Landlord's request, Tenant will provide Landlord with a tri-party agreement to be executed by the Tenant, its Sublessee, and Landlord to confirm direct payment obligation from the Sublessee to the Landlord and to indicate Landlord has been notified of the sublease.
- B. The Tenant shall have the sole right to determine whether it will sublet any portion of the Premises or whether it will sublease to any specific Sublessee.

## 20. NOTICES

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, by commercial courier, or by electronic mail 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: City of Fullerton  
303 W. Commonwealth Ave.  
Fullerton, California 92832

Attn: City Manager  
Phone: (714) 738-6310  
Email: [Taylor.Samuelson@cityoffullerton.com](mailto:Taylor.Samuelson@cityoffullerton.com)

Tenant: Tenants Lease Administration Department by email at  
[NoticeIntake@att.com](mailto:NoticeIntake@att.com) with Fixed Asset No.:10087448; Cell Site No.: CLU3097-CLL03097; and Cell Site Name: Legacy Orange CM141 in subject.

With a copy to Tenant's legal counsel:

New Cingular Wireless PCS, LLC  
Attn: Legal Dept – Network Operations  
Cell site No.:CLU3097-CLL03097  
Cell Site Name: Legacy Orange CM141  
Fixed Asset No.: 10087448  
208 S. Akard Street  
Dallas, TX 75202-4206

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

## 21. SUCCESSORS

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

## 22. 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).

### 23. 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.

### 24. 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 Rentshall 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.

### 25. 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.

### 26. 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.

## 27. 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.

## 28. 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 after the termination or expiration of this Agreement shall also survive such termination or expiration.

## 29. 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 (10) years of the Agreement, Landlord shall pay all actual and reasonable costs incurred by Tenant for relocating Tenant's Telecommunication Facilities 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 and;
- C. If relocation occurs after ten (10) years from the Effective Date, Tenant shall pay all reasonable costs for relocating Tenant's Telecommunication Facilities and improving from the Premises 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 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.

### 30. INCORPORATION OF RECITALS.

The Recitals set forth above are deemed to be true and correct and are incorporated herein by reference.

### 31. ELECTRONIC SIGNATURES.

The Parties hereto consent and agree that this Agreement may be signed via electronic signature (e.g., DocuSign and Adobe Acrobat Sign) and that such signed electronic signature shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The Parties further consent and agree that any electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

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

APPROVED AS TO LEGAL FORM

LANDLORD:

CITY OF FULLERTON, a municipal corporation

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Richard D. Jones, City Attorney

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Eric Levitt, City Manager

ATTEST

By:

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Lucinda Williams, City Clerk

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A  
(Property Description)

LAND AREA

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS A PORTION OF THAT PROPERTY 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, AS SAME IS SHOWN ON THE MAP OF TRACT NO. 64, RECORDED IN BOOK 10 PAGE 14, MISCELLANEOUS MAPS OF ORANGE COUNTY, CALIFORNIA, 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 011'40" WEST 703.58 FEET TO THE SOUTHEAST QUARTER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO PENOBSCOT INVESTORS CO. NO. 10, INC., RECORDED IN BOOK 4050 AT PAGE 298 AND FOLLOWING, OFFICIAL RECORDS OF SAID ORANGE COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID PENOBSCOT INVESTORS CO. NO. 10, INC., PARCEL NORTH 88°08'18" WEST 631.55 FEET; THENCE SOUTH 74°51'22" WEST 253.97 FEET; THENCE NORTH 59°00'08" WEST 302.87 FEET; THENCE SOUTH 81°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°59'35" WEST 3.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 46°59'35" WEST 824.88 FEET; THENCE SOUTH 26°00'00" EAST 730.00 FEET; THENCE EAST 875.00 FEET; THENCE NORTH 39°40'04" 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°56'07" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°42'03" NORTHWESTERLY 469.65 FEET; THENCE TANGENT TO SAID CURVE, NORTH 37°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°00'30" NORTHWESTERLY 216.60 FEET, MORE OR LESS, TO SAID TRUE POINT OF BEGINNING.

THE LEASE AREA IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THAT COURSE DESCRIBED ABOVE AS "NORTH 37°21'50" WEST 572.17 FEET", SAID COURSE BEING ALSO THE FORMER SOUTHWESTERLY RIGHT OF WAY LINE OF EUCLID STREET, 40.00 FEET SOUTHWESTERLY OF CENTERLINE, SAID POINT BEING NORTH 37°21'50" WEST, 312.45 FEET FROM THE SOUTHEASTERLY TERMINUS OF SAID LINE; THENCE LEAVING SAID LINE AT A RIGHT ANGLE, SOUTH 52°38'10" WEST, 143.46 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 58°58'35" WEST, 20.00 FEET; THENCE NORTH 31°01'25" WEST, 13.00 FEET; THENCE SOUTH 58°58'35" WEST, 7.00 FEET; THENCE NORTH 31°01'25" WEST, 12.00 FEET; THENCE NORTH 58°58'35" EAST, 7.00 FEET; THENCE NORTH 31°01'25" WEST, 19.00 FEET; THENCE NORTH 58°58'35" EAST, 20.00 FEET; THENCE SOUTH 31°01'25" EAST, 44.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS: 964 SQ. FT. = 0.022 ACRES

ATTACHED HERETO ARE PLATS LABELED "EXHIBIT B" AND "EXHIBIT C" AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DOCUMENT, CONSISTING OF 3 SHEETS, WAS PREPARED BY ME OR UNDER MY DIRECTION.

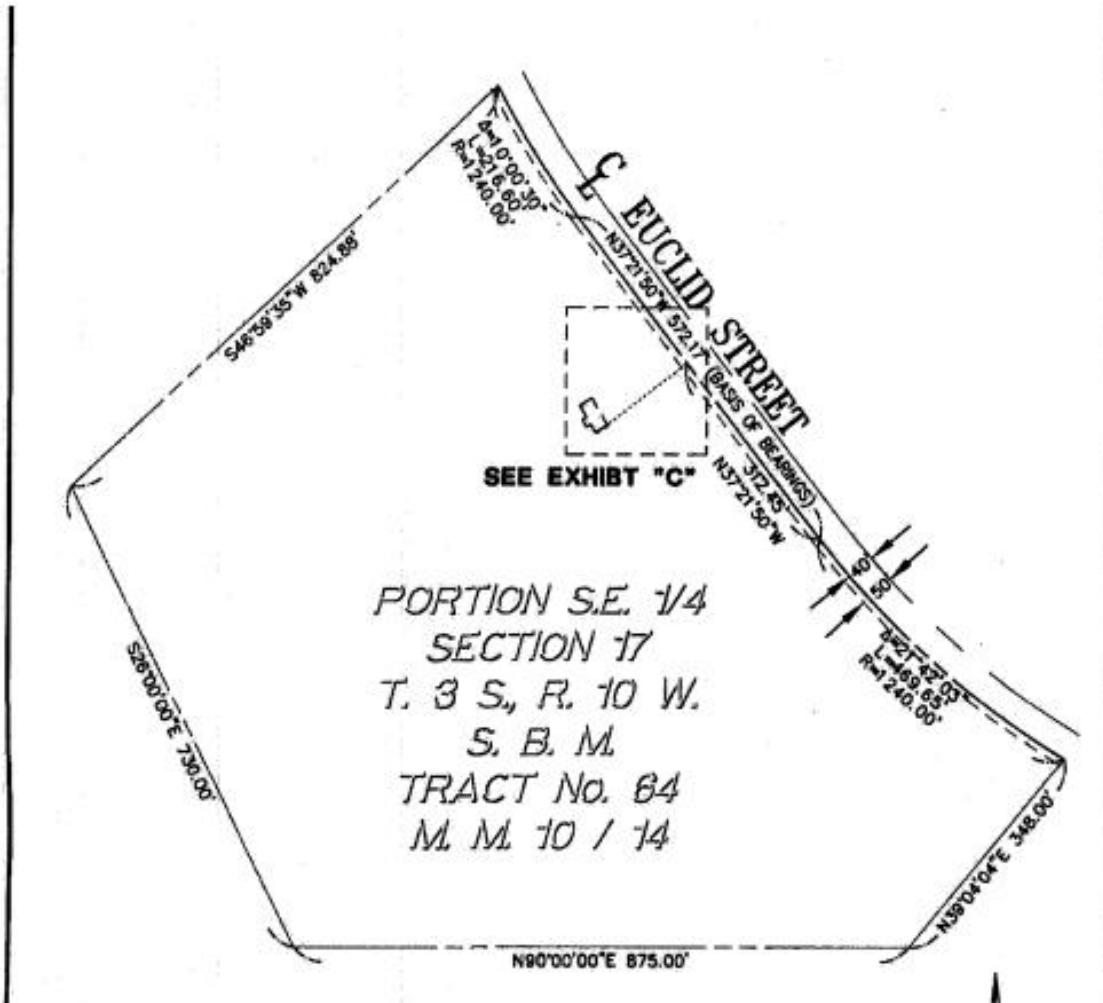


*Jerome K. Allen* 2/28/07  
JEROME K. ALLEN, L.S. 7157 DATE  
EXP. 12-31-07

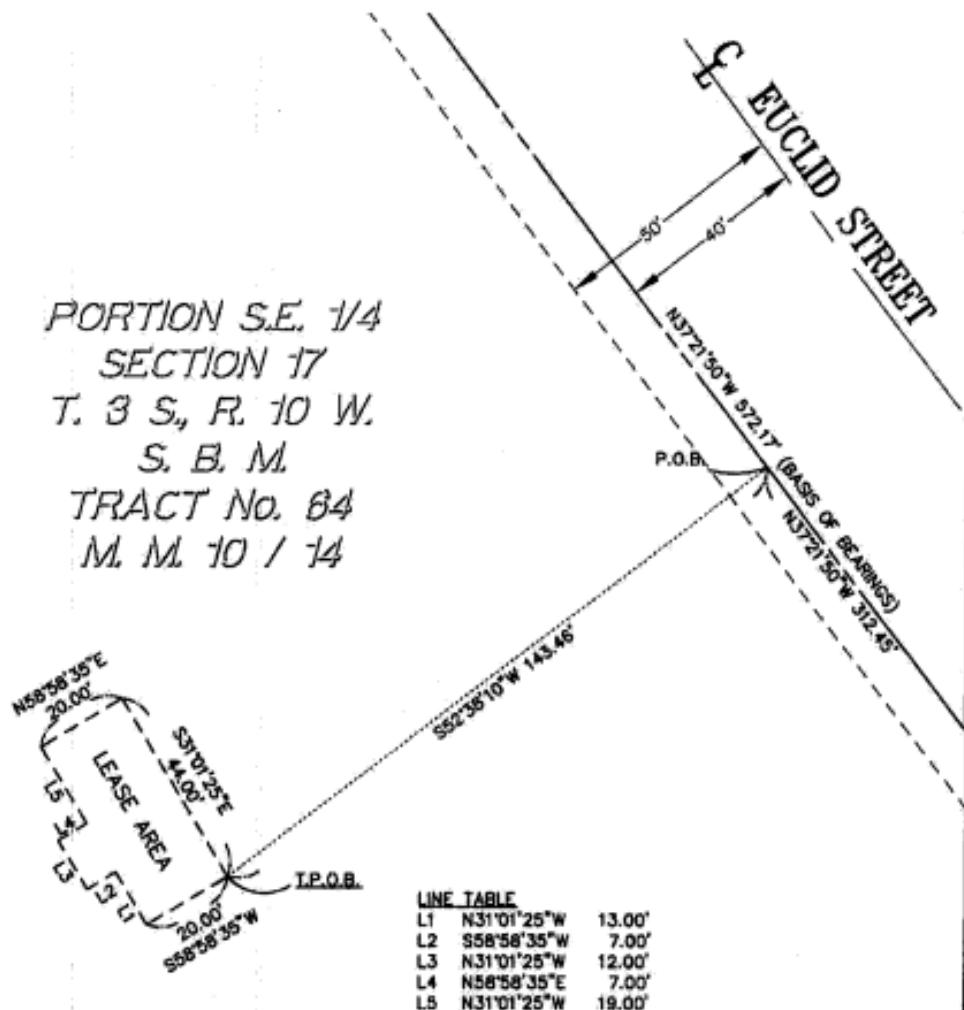
REVISIONS BY DATE

REVISED AS PER CLIENT JA 2/28/07

LEGAL DESCRIPTION	PREPARED FOR:	PREPARED BY:	SHEET
LEASE AREA	 12900 PARK PLAZA DRIVE CERRITOS, CALIFORNIA 90703 WIRELESS	MP SURVEYORS, INC. 17982 SKY PARK CIRCLE SUITE B IRVINE, CA 92614 (949) 250-0272	1 OF 3 SHEETS DRAWN: 8/08/06 BY: JA CHECKED: FC FILED: 8/08/06

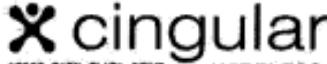


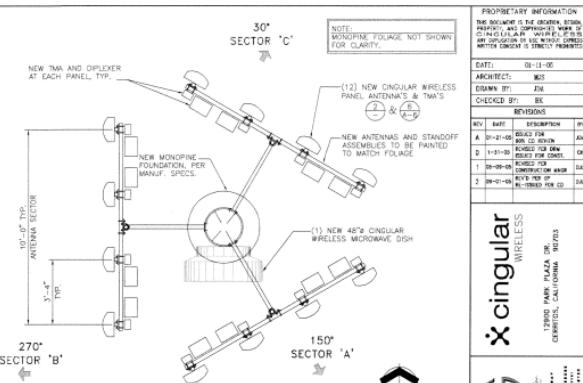
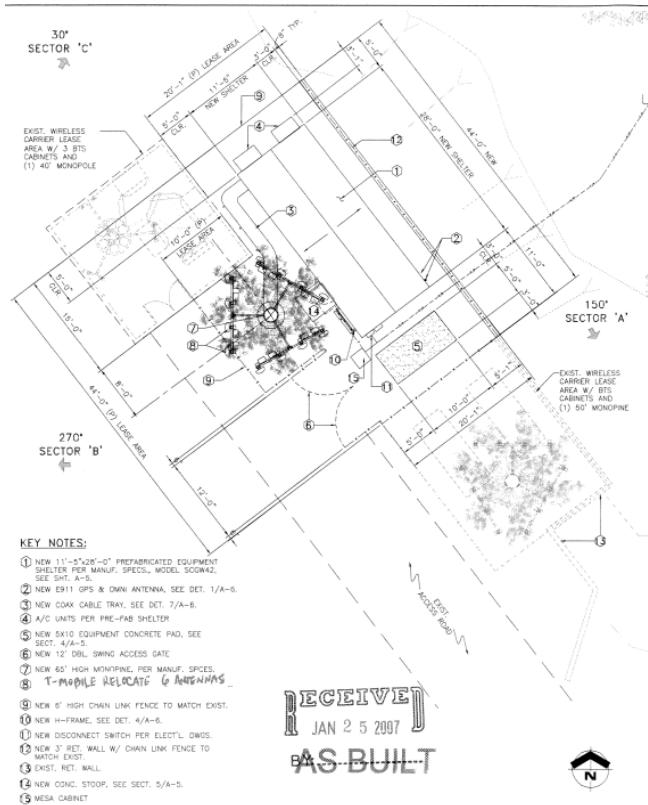
PORTION S.E. 1/4  
 SECTION 17  
 T. 3 S., R. 10 W.  
 S. B. M.  
 TRACT No. 64  
 M. M. 10 / 14



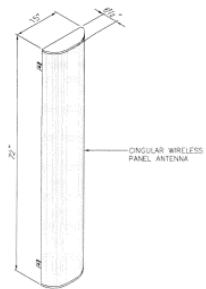
#### BASIS OF BEARINGS

EUCLID STREET, BEING NORTH 37°21'50" WEST PER  
 DEED RECORDED AS DOCUMENT No. B3014 IN  
 BOOK 5236, PAGE 404 OF OFFICIAL RECORDS,  
 RECORDS OF ORANGE COUNTY.

LEGAL DESCRIPTION	PREPARED FOR:	PREPARED BY:	SHEET
LEASE AREA	 <small>12900 PARK PLAZA DRIVE CERRITOS, CALIFORNIA 90703</small>	PREPARED BY: MP SURVEYORS, INC. 17982 SKY PARK CIRCLE SUITE B IRVINE, CA 92614 (949) 250-0272	3 OF 3 SHEETS DRAWN: 8/08/06 BY: JK CHECKED: FC FILE: 6408.dwg



## ANTENNA LAYOUT



### 3 ANTENNA PANEL DETAIL

## **CONSTRUCTION PLAN**

SCALE:  
3/16"=1'

2

A-2

## Exhibit B (Premises Description)

