

SETTLEMENT AGREEMENT

S A 0005

This Settlement Agreement ("Agreement") is entered into as of July 31, 2012 ("Effective Date"), by and between the City of Long Beach ("City"), in its capacity as Successor Agency to the Redevelopment Agency of the City of Long Beach ("Agency"), pursuant to a minute order adopted at its meeting held April 17, 2012, and Sprint PCS Assets, L.L.C., a Delaware limited liability company ("Sprint"), based upon the following facts:

WHEREAS, the Agency (as the purchaser of the real estate) and Sprint were parties to a lease agreement dated October 28, 2003 ("Lease"), permitting Sprint to maintain a cellular antenna and related equipment and easements as more specifically defined therein ("Facilities") on premises owned by the Agency located at 5870 Atlantic Avenue, Long Beach, California (the "Library Parcel"), a copy of which Lease is attached hereto as Exhibit A;

WHEREAS, the City plans to demolish the existing structure to which Sprint's antenna is affixed (the "Building") on the Library Parcel and construct a new public library ("Library");

WHEREAS, the Agency filed Los Angeles Superior Court Action Number BC 450 112 on November 24, 2010 (the "Action"), seeking to condemn Sprint's leasehold interest;

WHEREAS, Sprint has filed an answer in the Action asserting claims for just compensation for the taking of its leasehold interest;

WHEREAS, as a result of the passage of AB 1X 26 ("AB 26"), the constitutionality of which was upheld by the California Supreme Court in December 2011, the Agency was dissolved effective February 1, 2012, and the City became the successor to the Agency; and,

WHEREAS, the parties wish to resolve the issues presented by the Action;

NOW, THEREFORE, the parties agree as follows:

1. Sprint shall, within 90 days of the Effective Date of this Agreement, relocate the antenna and related Facilities from the Building onto a temporary Communications On Wheels ("COW") monopole and enclosure onto the area of the Library Parcel generally depicted on Exhibit B attached hereto and incorporated herein by this reference ("Temporary Relocation Site"), until such time as the Library is built ("Temporary Relocation Period"). During the Temporary Relocation Period, Sprint's occupation of the Temporary Relocation Site shall be pursuant to the terms and conditions of the existing Lease except that Lease is hereby amended such that: (i) the location of the Facilities shall be governed by this Agreement; and (ii) Sprint's occupation of the Temporary Relocation Site shall be on a month to month basis for the duration of the Temporary Relocation Period, except that the City may not terminate said leasehold unless there is an uncured default by Sprint as defined in the existing Lease. Except as amended hereby, all other covenants, terms and conditions of the Lease shall remain in full force and effect.

2. All reasonable and necessary costs to construct and relocate the antenna to the COW and to construct and relocate other Facilities on and to the Temporary Relocation Site, together with such additional costs for the maintenance thereof (including but not limited to,

related amounts payable by Sprint for rental of the COW), shall be paid by the City (the "Temporary Relocation Costs").

3. The City shall incorporate Sprint's Facilities into the Library Parcel as an element of its design and construction of the Library. The City shall, at its sole expense, design the Library to accommodate the placement of Sprint's antenna on the exterior of the Library structure and to accommodate the appurtenant Facilities outside of the footprint of the Library structure including non-exclusive easements for utilities and reasonable access thereto, as generally described and defined in the Site Plan hereto as Exhibit C and incorporated herein by this reference (the "On-Site Permanent Relocation Site"). The parties hereto shall reasonably cooperate to ensure that the design of the Library will accommodate placement and maintenance of Sprint's Facilities. The parties further agree that the City may, at its option and in its sole discretion, construct and operate the Library structure in a manner that permits other cellular telephone and communications facilities to be located and operated upon the property and that Sprint's right to place facilities shall be non-exclusive. However, the City's right to locate other carriers on the Library structure is conditioned upon such carriers' use not interfering with Sprint's use. In the event any other carrier's use or equipment causes such interference, the City shall take all reasonable steps necessary to correct and eliminate the interference.

4. The foregoing notwithstanding, Sprint may, at its sole and absolute discretion, give written notice to the City of its election to relocate its Facilities to an off-site relocation site ("Off-Site Permanent Relocation Site") in lieu of the On-Site Permanent Relocation Site. If Sprint elects to locate to an Off-Site Permanent Relocation Site it shall promptly cause its Facilities to be removed from the Library Parcel and in doing so shall exercise commercially reasonable efforts to avoid interference with construction of the Library. To the extent that the City has incurred documented and material expenses incorporating Sprint's Facilities into the Library Parcel, such expenses may be offset against the Reimbursement Costs as defined at Section 7 below. Hereinafter the terms "On-Site Permanent Location Site" and "Off-Site Permanent Relocation Site" are collectively referred to as the "Permanent Relocation Site".

5. All reasonable and necessary costs to construct and relocate the Facilities to their Permanent Relocation Site shall be paid by the City (the "Permanent Relocation Costs").

6. The City and its contractor shall hold harmless, defend and indemnify Sprint from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including, without limitation, engineering fees, consultant fees and reasonable attorneys' fees) resulting from any physical damage to Sprint's Facilities to the extent caused by construction of the Library. The City shall cause its general contractor to name Sprint as an additional insured on its Commercial General Liability Insurance policy for the duration of its construction activities on the Library Parcel.

7. Sprint and any of its contractors shall hold harmless, defend and indemnify the City from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including, without limitation, engineering fees, consultant fees and reasonable attorneys' fees) resulting from or caused by their work relating in any way to relocation of the Facilities, whether permanent or temporary. Sprint or any of its contractors performing relocation work shall cause the City to be named as an additional insured on its Commercial General Liabilities Insurance policy for the duration of its relocation work on the Library Parcel.

8. All reasonable and necessary costs to incorporate Sprint's cellular antennae and equipment into the Temporary Relocation Site and eventually the Permanent Relocation Site shall be paid by the City, as successor to the Agency. Such costs may include, but are not necessarily limited to, the replacement of antennas, coax and related ancillary equipment; moving expenses for existing BTS cabinet relocation and crane for existing BTS cabinet relocation; building permits; clean-up of Temporary Relocation Site; placement of the antenna(s) and related Facilities on the Permanent Relocation Site; AT&T telco fees; H-frame for teleco; and any zoning, environmental or architectural engineering costs related thereto, which costs, together with the Temporary Relocation Costs and the Permanent Relocation Costs are collectively referred to as the "Reimbursement Costs". In the event that Sprint elects to relocate to an Off-Site Permanent Relocation Site, the City's liability for reasonable and necessary relocation costs shall not exceed the equivalent cost for relocation to an On-Site Permanent Relocation Site.

9. Sprint may submit one claim for all Reimbursement Costs, or separate claims for Temporary Relocation Costs pursuant to paragraph 2, Permanent Relocation costs pursuant to paragraph 5, and all other reimbursable costs pursuant to paragraph 7 hereof. Any such claims shall be supported by contracts, invoices, paid receipts or other documentation reasonably satisfactory to the City and shall be submitted no later than six (6) months after the applicable costs were incurred by Sprint. All such claims shall be paid by the City within thirty (30) days after receipt of the above referenced documentations.

10. If Sprint has not previously given notice of its intent to relocate to an Off-Site Permanent Relocation Site, upon substantial completion of the construction of the Library (as the term "substantial completion" is defined in the construction documents for the Library) its right to give such notice shall terminate and Sprint's occupation of the On-Site Permanent Relocation Site shall be pursuant to the terms and conditions of the existing Lease except that the Lease is hereby amended such that the location of the Facilities shall be as depicted on Exhibit C of this Agreement.

11. Each party hereto agrees that it shall execute and deliver any and all documents and perform any and all acts required on their part or those which may be reasonably necessary to effectuate, complete and facilitate the provisions of this Agreement.

12. All notices must be in writing and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Sprint are to be sent to:

Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:

Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020

Attn.: Real Estate Attorney

Notices to the City are to be sent to:

City of Long Beach
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802-4664
Attn.: City Manager

13. This Agreement may be modified only by written agreement signed by each party hereto.

14. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and disbursements.

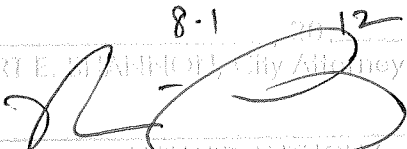
15. Nothing contained herein is intended to, or shall, effect or limit any party's right to enforce any provision of this Agreement. This Agreement is admissible in any judicial proceeding to enforce its terms. Any party to this Agreement shall be entitled to enforce its terms pursuant to Civil Procedure Section 664.6 and any stipulated judgment of condemnation shall include a request that the court maintain jurisdiction over the parties to enforce the settlement set forth herein until performance in full of all the terms of the settlement is complete.

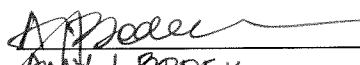
16. Sprint and the City shall enter into a stipulated judgment of condemnation consistent with the terms of this Agreement. Each side shall bear its own attorneys' fees and costs in relation to the condemnation action.

IN WITNESS HEREOF, this Agreement is executed on the date first written above.

City of Long Beach, as successor to
the Redevelopment Agency of the City of Long Beach

APPROVED AS TO FORM

8-1 12
ROBERT E. MAHONEY, City Attorney
By: 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

By: 
Name: AMY J. BODEK
Title: DIRECTOR OF DEVELOPMENT SERVICES
Date: 8/2/12

Sprint PCS Assets, L.L.C., a Delaware limited liability
company

By: _____
Name: _____
Title: _____
Date: _____

Attn.: Real Estate Attorney

Notices to the City are to be sent to:

City of Long Beach
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802-4664
Attn.: City Manager

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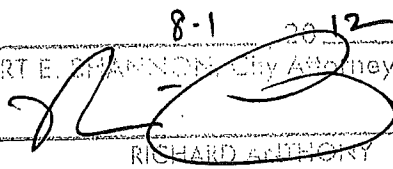
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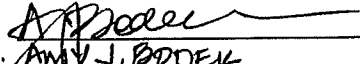
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City of Long Beach, as successor to
the Redevelopment Agency of the City of Long Beach

APPROVED AS TO FORM

8-1 2012
ROBERT E. SHANNON, City Attorney
By: 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

By: 
Name: AMY J. BODEK
Title: DIRECTOR OF DEVELOPMENT SERVICES
Date: 8/2/12

Sprint PCS Assets, L.L.C., a Delaware limited liability
company

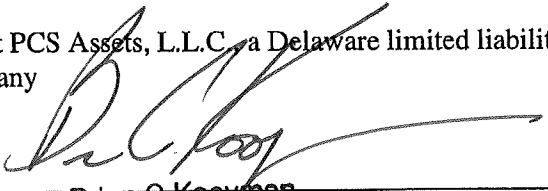

By: Brian C Kooyman
Name: Brian C Kooyman
Title: Manager Real Estate
Date: 8/7/12

EXHIBIT A LEASE

October 2002

SITE AGREEMENT

Site Name: Jenkins, New Directions Church

Sprint PCS Site ID #: LA59XC301-A

1. Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("Sprint PCS"), the site described below [Check all appropriate boxes]:

- ☒ Land consisting of approximately 800 square feet upon which Sprint PCS will construct its
- ☐ base station equipment and ☐ antenna support structure;
- ☐ Building interior space consisting of approximately _____ square feet for placement of base station equipment;
- ☐ Building exterior space consisting of approximately _____ square feet for placement of base station equipment;
- ☒ Building exterior space for attachment of antennas;
- ☐ Tower space between the _____ foot and _____ foot level on the tower for attachment of antennas;

as well as space required for cable runs to connect its equipment and antennas in the location(s) shown on Exhibit A, attached hereto, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities, in the discretion of Sprint PCS (the "Site"). The Site will be used by Sprint PCS for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a communications service facility, including, without limitation, antenna and base station equipment, cable, wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna support structure (the "Facilities"). Sprint PCS will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint PCS will have unrestricted access to the Site 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years, commencing on the date that both Owner and Sprint PCS have executed this Agreement ("Lease Commencement Date"). This Agreement will be automatically renewed for 4 additional terms of 5 years each (each a "Renewal Term"), unless Sprint PCS provides Owner with notice of its intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Until the date which is 30 days after the date Sprint PCS commences installation of the Facilities at the Site ("Rent Commencement Date"), rent will be a one-time aggregate payment of \$100, the receipt of which Owner acknowledges. Thereafter, rent will be paid in advance in equal monthly installments of \$1,000.00 (until increased as set forth herein), partial months to be prorated. Rent for each Renewal Term will be increased on the anniversary of the Lease Commencement Date to an amount equal to 112% of the rental rate in effect for the prior Term. Notwithstanding anything contained in this Section, Sprint PCS' obligation to pay rent is contingent upon Sprint PCS' receipt of a W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner.

4. Title and Quiet Possession. Owner represents and warrants to Sprint PCS and further agrees that: (a) it is the owner of the Site; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement has the authority to sign; (d) Sprint PCS is entitled to access the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Sprint PCS is not in default beyond the expiration of any cure period; and (e) Owner will not have unsupervised access to the Site or to the Facilities.

5. Assignment/Subletting. Sprint PCS will have the right to sublease the Site or assign its rights under this Agreement without notice to or consent of Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to Sprint PCS are to be

sent to: National Lease Management Group, 6391 Sprint Parkway, Mailstop KSOPHT0101-22050, Overland Park, Kansas 66251-2650, with a copy to: Sprint Law Department, 6391 Sprint Parkway, Mailstop KSOPHT0101-22020, Overland Park, Kansas 66251-2020, Attn.: Sprint PCS Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. Sprint PCS may, at its expense, make improvements on the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Owner agrees to cooperate with Sprint PCS with respect to obtaining any required zoning or other governmental approvals for the Site and the Facilities. Upon termination or expiration of this Agreement, Sprint PCS may remove the Facilities and will restore the Site to substantially the condition existing on the Lease Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents and warrants to Sprint PCS that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Sprint PCS will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Sprint PCS will resolve technical interference problems with other equipment located at the Site on the Lease Commencement Date or any equipment that becomes attached to the Site at any future date when Sprint PCS desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any equipment after the Lease Commencement Date that: (a) results in technical interference problems with the Facilities; or (b) encroaches onto the Site.

10. Utilities. Owner represents and warrants to Sprint PCS that all utilities adequate for Sprint PCS' use of the Site are available at or near the Site. Sprint PCS will pay for all utilities used by it at the Site. Owner will cooperate with Sprint PCS in Sprint PCS' efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement(s) or other instrument(s) reasonably required by the utility company. If there is a loss of electrical service at the Site, Sprint PCS may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or the property adjacent to the Site at the location depicted in Exhibit A.

11. Termination. Notwithstanding any provision contained in this Agreement, Sprint PCS may, in Sprint PCS' sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to Owner.

12. Default. If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Subject to Section 17 hereof, Owner and Sprint PCS each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.



October 2002

Site Name: Jenkins-New Directions Church

Sprint PCS Site ID #: LA59XC301-A

14. Hazardous Substances. Owner represents and warrants to Sprint PCS that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. Sprint PCS will not introduce or use any Substance on the Site in violation of any applicable law. Owner will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of Sprint PCS.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Lease Commencement Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to Sprint PCS from the holder of any mortgage or deed of trust.

16. Property Taxes. Sprint PCS will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the Facilities on the Site. Sprint PCS will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by Sprint PCS within 60 days after receipt of satisfactory documentation indicating calculation of Sprint PCS' share of the real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. Sprint PCS will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days after Sprint PCS' receipt of a written request. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy.

18. Maintenance. Sprint PCS will be responsible for repairing and maintaining the Facilities and any other improvements installed by Sprint PCS at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Sprint PCS for the reasonable costs incurred by Sprint PCS to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Sprint PCS a recordable Memorandum of Agreement in the form of Exhibit B, attached hereto; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

OWNER:

Mack and Bab Jenkins,

By: *Mack Jenkins*

Name: Mack Jenkins

By: *Bab Jenkins*

Name: Bab Jenkins

Taxpayer ID: 568 - 24 - 9466

Address: 1841 S. San Gabriel

San Gabriel, CA 91776

Date: 7/30/03

☐ See Exhibit A1 for continuation of Owner signatures

SPRINT PCS:

Sprint Spectrum L.P., a Delaware limited partnership

By: *Cynthia Jolly*

Name: Cynthia Jolly

Title: Site Development Manager

Date: 10/18/03

October 2002

Site Name: Jenkins-New Directions Church

Sprint PCS Site ID #: LA59XC301-A

EXHIBIT A Page 1 of 2
TO SITE AGREEMENT

Site Description

Site located at 5870 Atlantic, situated in the City of Long Beach, County of Long Beach, State of California commonly described as follows:

Legal Description:

Lots 1, 2, 3, 4 and 5 in Block 16 of Tract 6521, in the city of Long Beach, as per map recorded in Book 69 Pages 31 and 32 of Maps, in the office of the county recorder of said county.

Lot Six (6), Block 16, Tract No. 6521, City of Long Beach, as per map recorded in Book 69, Pages 31 and 32 of Maps, Records of Los Angeles County.

Owner Initials: D.J.

Sprint PCS Initials: MSA

Note: Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

**[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*

Law Dept PC Docs 77251 v2
Revised 10/28/02 msa

Owner Initials: _____

October 2002

Site Name: Jenkins-New Directions Church

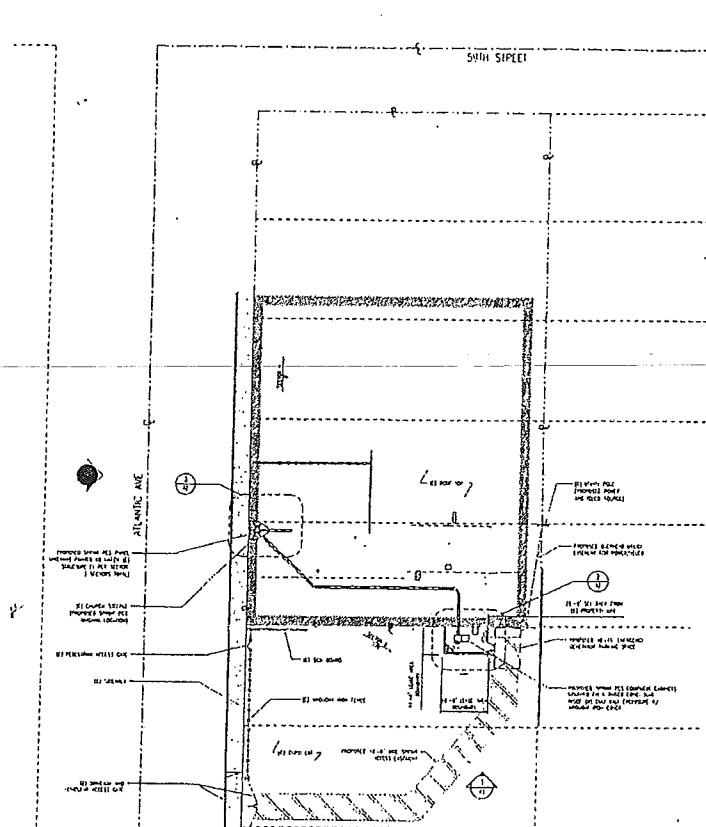
Sprint PCS Site ID #: LA59XC301-A

EXHIBIT A Page 2 of 2
TO SITE AGREEMENT

Site Description

Site located at 5870 Atlantic, situated in the City of Long Beach, County of Long Beach, State of California commonly described as follows:

Site Plan:



Owner Initials: JS
Sprint PCS Initials: MS

Note: Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*(Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.)

AFFIDAVIT-SUBSCRIBING WITNESS

State of California ()
County of Orange ss:)

On July 31, 2003 before me, **Dorothy M. Meurs**, the undersigned, a Notary Public in and for said County and State personally appeared **Courtney Schmidt**

(NAME OF SUBSCRIBING WITNESS)

☒ personally known to me - or - ☐ proved to me on the
oath/affirmation of _____, who is

(NAME OF CREDIBLE WITNESS WHO IDENTIFIES SUBSCRIBING WITNESS)

personally known to me, to be the person whose name is
subscribed to the within instrument, as a witness thereto, who,
 being by me duly sworn, deposes and says that she was
 present and saw **Mack Jenkins** the same

(NAME OF ABSENT PRINCIPAL SIGNER)

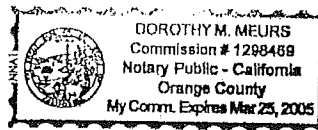
person described in and whose name is subscribed to the within and annexed instrument in his authorized capacity, as a party thereto, execute the same, and that said affiant subscribed his/her name to the within instrument as witness

at the request of Mack Jenkins

(NAME OF ABSENT PRINCIPAL SIGNER AGAIN)

WITNESS my hand and official seal.

Dorothy M. Meurs



(SEAL)

AFFIDAVIT-SUBSCRIBING WITNESS

State of California
County of Orange

(
(ss.

On July 31, 2003 before me, **Dorothy M. Meurs**, the undersigned, a Notary Public in and for said County and State personally appeared **Courtney Schmidt**,

(NAME OF SUBSCRIBING WITNESS)

☒ personally known to me - or - ☐ proved to me on the oath/affirmation of _____, who is

(NAME OF CREDIBLE WITNESS WHO IDENTIFIES SUBSCRIBING WITNESS)

personally known to me, to be the person whose name is subscribed to the within instrument, as a witness thereto, who, being by me duly sworn, deposes and says that she was present and saw **Bab Jenkins** the same

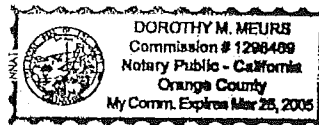
(NAME OF ABSENT PRINCIPAL SIGNER)

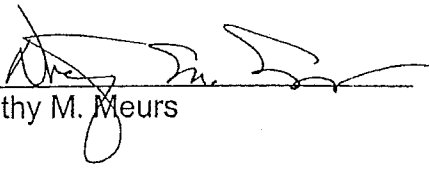
person described in and whose name is subscribed to the within and annexed instrument in her authorized capacity, as a party thereto, execute the same, and that said affiant subscribed his/her name to the within instrument as witness

at the request of **Bab Jenkins**.

(NAME OF ABSENT PRINCIPAL SIGNER AGAIN)

WITNESS my hand and official seal.




Dorothy M. Meurs

(SEAL)

October 2002

Site Name: Jenkins-New Directions Church

Sprint PCS Site ID #: LA59XC301-A

OPTION AGREEMENT

Owner and Sprint Spectrum L.P., a Delaware limited partnership ("Sprint PCS"), agree as follows:

1. **OPTION:** Owner grants to Sprint PCS the option to lease certain real property/space together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities, in the discretion of Sprint PCS (the "Site"). The Site is further described in Exhibit A to that Site Agreement attached hereto as Exhibit 1 and incorporated herein by reference (the "Agreement"). The lease of the Site upon exercise of the option will be on the terms and conditions set forth in the Agreement. Owner will execute the Agreement concurrently with its execution of this Option Agreement.

2. **CONSIDERATION.** Upon full execution of this Option Agreement, Sprint PCS will pay to Owner the sum of \$500.00 as consideration for the option. Owner will retain all option consideration upon expiration of the option term. If the option is exercised, all consideration received by Owner will be credited against the first payment of rent that is due under the Agreement.

3. **TERM:** The term of this Option Agreement is 6 months, commencing on 7/30 2003, and will terminate at 11:59p.m. (Pacific time) on 12/30 2003. The term of this Option Agreement may be extended by mutual written agreement.

4. **EXERCISE:** Notice of the exercise of the option will be given to Owner by Sprint PCS delivering a fully executed Agreement to Owner at Owner's address set forth in the Agreement. Notice will be given by either certified mail, return receipt requested, or by overnight delivery service. Notice will be deemed effective on the date that it is postmarked or received by overnight delivery service, as the case may be. The term of the Agreement will commence on the effective date of the notice.

5. **ACCESS:** Owner agrees to permit Sprint PCS, during the term of this Option, unrestricted ingress and egress to the Site to conduct surveys, environmental assessments, structural strength analysis, subsurface soil boring tests and all other activities as Sprint PCS may deem necessary or desirable to evaluate the Site at the sole cost of Sprint PCS.

6. **PERMITS:** Sprint PCS will have the right to seek governmental permits and approvals for installation of its communications facility during the term of this Option Agreement. Owner agrees to cooperate with Sprint PCS (without the obligation to incur any expense) and agrees to take all actions and join in all applications and execute all documents reasonably necessary to allow Sprint PCS to pursue applications and obtain governmental permits and approvals.

Attach Exhibit 1 - Site Agreement executed by Owner

Attach Exhibit 2 - Memorandum of Option Agreement Form

7. **MEMORANDUM:** On execution of this Option Agreement, Owner and Sprint PCS will execute and record in the official records of the county in which the Site is located a Memorandum of Option Agreement in the form of Exhibit 2 attached hereto and incorporated herein by reference. Sprint PCS will pay the recording cost. If Sprint PCS does not exercise its option, then Sprint PCS agrees to execute and deliver to Owner a quitclaim deed or other appropriate instrument in recordable form releasing and reconveying to Owner all rights of Sprint PCS in the Site.

8. **ASSIGNMENT:** Assignment of this Option Agreement by Sprint PCS may be made without notice to or consent of Owner.

9. **ATTORNEYS' FEES:** The prevailing party in any action or proceeding in court to enforce the terms of this Option Agreement will be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

10. **ENTIRE AGREEMENT:** This Option Agreement, together with the Exhibits, contains all agreements, promises and understandings between Owner and Sprint PCS pertaining to the subject matter. This Option Agreement and the performance hereof will be governed and interpreted by the laws of the state in which the Site is located.

OWNER:

Mack and Bob Jenkins,

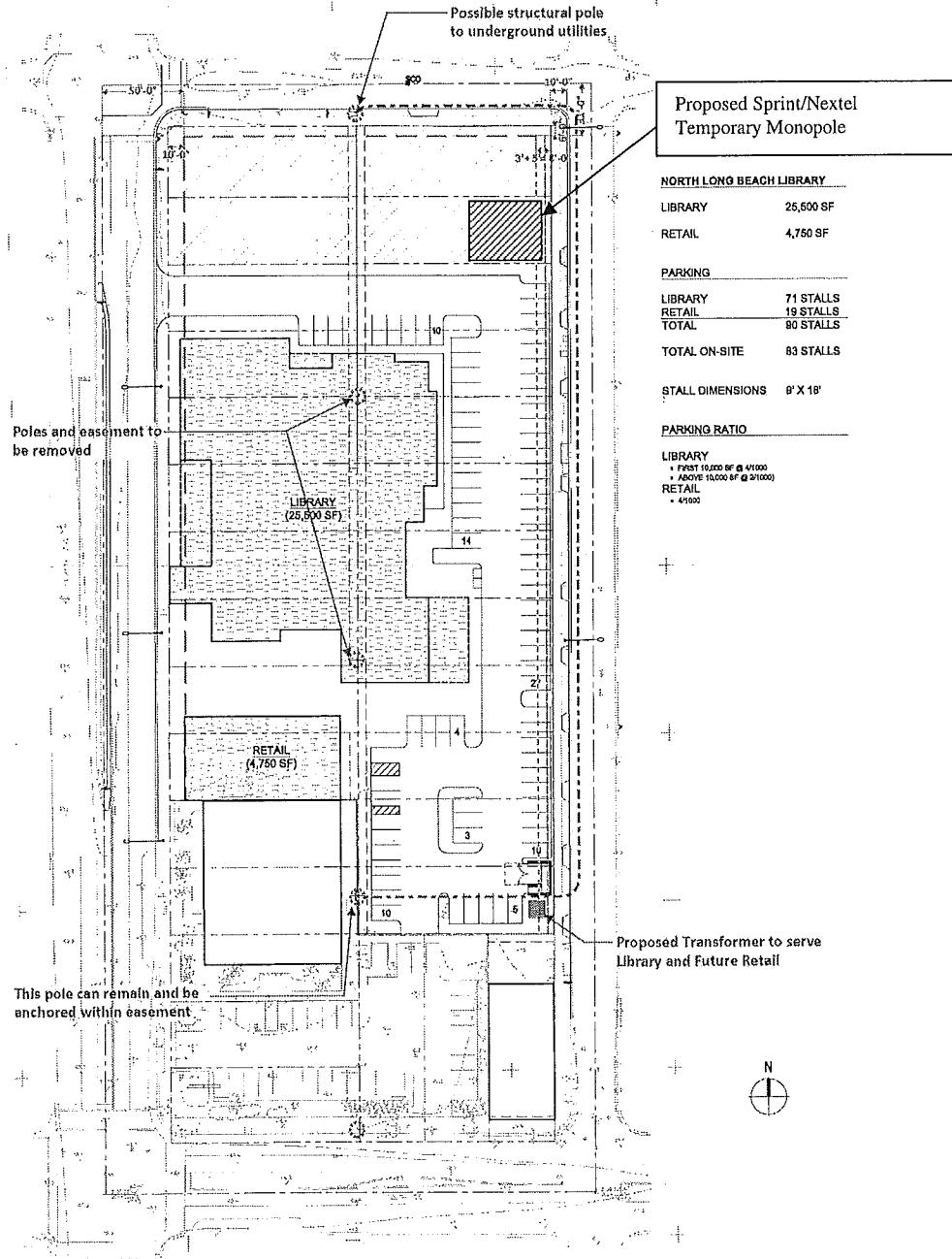
Subscribing Witness
Name: Mack Jenkins
By: Bob Jenkins
Name: Bob Jenkins
Taxpayer ID: 508-24-9464
Address: 1841 S. San Gabriel
San Gabriel, CA 91776
Date: 7/30/03
☐ See Exhibit 1A for continuation of Owner signatures

SPRINT PCS:

Sprint Spectrum L.P., a Delaware limited partnership

By: *[Signature]*
Name: _____
Title: _____
Date: 8/12/03

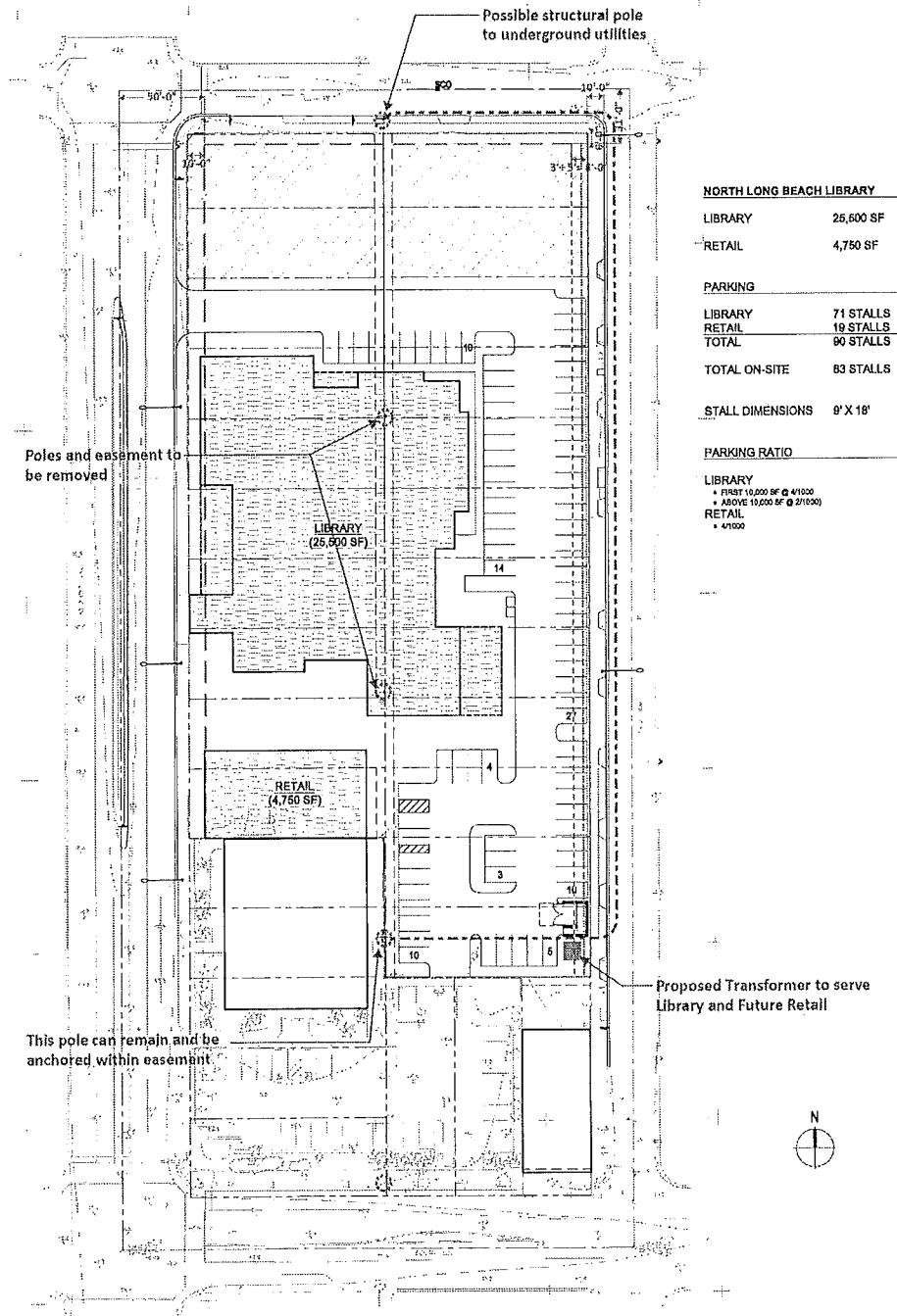
EXHIBIT B TEMPORARY RELOCATION SITE



LPA
05/11/2012

EXHIBIT C SITE PLAN

The Site is described as follows:



LPA
05/11/2012

Note: Owner and Tenant may, at Tenant's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Sprint as provided for in the Agreement. Without limiting the generality of the foregoing:

1. The Site may be setback from the boundaries of Owner's Property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including the City's police and fire departments.
3. Without limiting Tenant's right to make future changes, Tenant intends to initially install up to twelve (12) antennas, fifteen (15) coaxial cables and three (3) GPS signal units and connections (the type, number, mounting positions and locations of which are illustrative only; actual types, numbers, mounting positions and locations may vary from what is shown or described above).
4. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Tenant and/or the servicing utility company in compliance with local laws and regulations.