

C-14

March 22, 2022

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Authorize the City Manager, or designee, to grant an easement deed to Southern California Edison, for the installation of a power conduit within El Dorado East Regional Park; and,

Accept Categorical Exemption No. CE-18-002. (District 4)

DISCUSSION

On February 19, 2019, the City Council authorized a Communications Site License Agreement with Southern California Edison (SCE) and T-Mobile West, LLC (T-Mobile), for the operation of a wireless telecommunications facility at El Dorado East Regional Park, 7290 Carson Boulevard. The City of Long Beach (City) subsequently executed Communications Site License Agreement No. 35549 with SCE and T-Mobile (Attachment A). The wireless telecommunication facility is owned by T-Mobile and requires an electrical connection from Southern California Edison. Southern California Edison is requesting a Grant of Easement Deed to construct, reconstruct, maintain, operate, enlarge, remove, and replace a power conduit to supply a wireless small cell facility installed within El Dorado East Regional Park (Attachment B).

The necessary City departments, including Parks, Recreation and Marine, have reviewed the proposed easement and have no objections to the actions. The Department of Public Works seeks the City Council approval to grant the requested easement.

In conformance with the California Environmental Quality Act, Categorical Exemption No. CE-18-002 was issued on May 17, 2018 (Attachment C).

This matter was reviewed by Deputy City Attorney Erin Weesner-McKinley on March 3, 2022 and by Budget Management Officer Nader Kaamouh on February 17, 2022.

TIMING CONSIDERATIONS

City Council action on this matter is not time critical.

FISCAL IMPACT

An easement processing fee in the amount of \$3,483 was deposited in the General Fund

HONORABLE MAYOR AND CITY COUNCIL

March 22, 2022

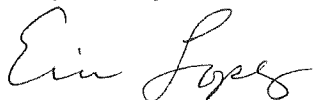
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Group in the Public Works Department. The City is also collecting a license fee of \$18,000 annually for placing this facility on City property. This recommendation has no staffing impact beyond the normal budgeted scope of duties and is consistent with existing City Council priorities. There is no local job impact associated with this recommendation.

SUGGESTED ACTION:

Approve recommendation

Respectfully submitted,



ERIC LOPEZ
DIRECTOR OF PUBLIC WORKS

APPROVED:



THOMAS B. MODICA
CITY MANAGER

MS:RM

ATTACHMENTS: A – COMMUNICATIONS SITE LICENSE AGREEMENT No. 35549
B – GRANT OF EASEMENT DESCRIPTION AND SKETCH
C – CATEGORICAL EXEMPTION NO. CE-18-002

35549**COMMUNICATIONS SITE LICENSE AGREEMENT****T-Mobile LA33958B**

THIS COMMUNICATIONS SITE LICENSE AGREEMENT (this "*Agreement*") is made as of this 26 day of May, 2020 (the "*Execution Date*"), by and among The City of Long Beach ("*Licensor*"), SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("*SCE*"), and T-Mobile West LLC, a Delaware limited liability company, formerly known as T-Mobile West Corporation, as successor-in-interest to Omnipoint Communications Inc., ("*Carrier*"). Licensor, SCE and Carrier are sometimes hereinafter collectively referred to as the "*Parties*", and individually referred to as a "*Party*", with reference to the facts set forth below:

RECITALS

A. Licensor is the owner of that certain real property located in the, County of Los Angeles, State of California (identified as Assessor Parcel Number 7075-002-906), as more particularly described in Exhibit "A" attached hereto (the "*Property*").

B. SCE is the owner of an easement and right of way for electrical transmission and communication purposes, which encumbers all, or a part of the Property pursuant to that certain "*Agreement*" recorded on September 3, 1953 in book 42614, page 258 (the "*Easement*"). A copy of the Easement is attached hereto as Exhibit "B". The area subject to the Easement is the "*Easement Area*." Nothing in this Agreement shall limit, modify, or degrade SCE's rights under these Easements.

C. SCE has constructed, among other facilities, electric transmission towers and/or poles within the Easement Area (the "*Electric Facilities*").

D. Carrier is a provider of communication services, which services require the transmission and reception of radio communication signals on various frequencies.

E. In furtherance of the provision of communication services, Carrier desires to install its communication equipment ("*Carrier's Equipment*"), on the Electric Facilities as generally described and depicted in Exhibit "C" attached hereto.

F. SCE and Carrier have entered into that certain *Master Agreement* dated October 11, 2001, as amended and that certain Standard Agreement No. 263 (the "*Standard Agreement*") (the Master Agreement and the Standard Agreement are sometimes hereinafter collectively referred to as the "*Master Agreement*"), the terms of which govern Carrier's installation of Carrier's Equipment on the Electric Facilities and on the surface of the Easement Area. Except as otherwise provided in Section 10.b below of this Agreement, in the event of any conflict between the terms or conditions of the Master Agreement and this Agreement, the Master Agreement shall govern only as to the rights and obligations of SCE and Carrier and, shall not affect the rights and obligations of Licensor under this Agreement.

G. The Licensor is willing (i) to permit the Carrier to install, operate and maintain Carrier's Equipment on the surface of the Easement Area, (ii) to permit SCE to allow Carrier to install, operate and maintain Carrier's Equipment on the Electric Facilities, (iii) to grant Carrier and SCE the right to access the Easement Area from a public right-of-way, and (iv) to permit Carrier to install utilities on the Property, which are necessary for the operation of Carrier's Equipment, all in accordance with the terms and provisions set forth in this Agreement.

Property, which are necessary for the operation of Carrier's Equipment, all in accordance with the terms and provisions set forth in this Agreement.

NOW THEREFORE, in consideration of the above-referenced facts, the covenants of the Parties contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License. Licensor hereby issues a license to SCE and Carrier for the purposes enumerated in Recital G above, the location of which is depicted on Exhibit "C" attached hereto (the "Site"), together with the right to access the Easement Area from a public right-of-way and to install utilities necessary to operate Carrier's Equipment across the Property to the Site.

2. Use. The Site may be used by Carrier for any lawfully permitted and licensed activity in connection with the provision of communication services, including the transmission and reception of communication signals on various frequencies and the construction, maintenance, repair and operation of related communication facilities. Licensor (in its capacity as landowner only and not in its capacity as regulatory authority) agrees to cooperate with Carrier, at Carrier's sole expense, in making application for, obtaining and maintaining any and all Development Approvals (as such term is defined in Section 3 below), required by or from any Government Agency (as such term is defined in Section 3 below), in connection with Carrier's intended use of the Site.

3. Conditions Precedent; Subsequent. The effectiveness of this Agreement and each Party's rights and obligations hereunder are subject to and expressly conditioned upon satisfaction of all of the following:

a. Carrier having and maintaining throughout the Term and each Renewal Term (as such terms are defined in Section 4 below): (i) a license from the Federal Communications Commission ("FCC"); and (ii) any and all necessary certificates, permits, approvals, licenses, reviews or inspections (collectively, the "Development Approvals"), required by or from any local, state or federal agency, municipality, department, commission, bureau or instrumentality of any of the foregoing having jurisdiction over the Property (each, a "Government Agency"), in connection with the construction and operation of Carrier's Equipment on the Site; and

b. Carrier and SCE having entered into the Standard Agreement.

4. Term. The initial term of this Agreement (the "Term"), shall be five (5) years commencing on the earlier of the following two dates to occur (the "Commencement Date"): (i) the first day of the month following written notice to Licensor by Carrier of Carrier's intent to commence construction of Carrier's Equipment on the Site, or (ii) the first day of the month following the date which is twelve (12) months after the Execution Date. Subject to Section 3 above and Section 10 below: (a) SCE and Carrier shall have the right to extend the Term of this Agreement for three (3) additional five (5) year terms (each, a "Renewal Term"), on the same terms and conditions set forth herein; and (b) this Agreement shall automatically be extended for each successive Renewal Term unless Carrier or SCE notifies Licensor of such Party's intention not to extend this Agreement at least sixty (60) days prior to the expiration of the Term or the then current Renewal Term. This Agreement shall not be revocable and may not be terminated except as otherwise expressly provided herein.

5. License Fee.

a. Payment. Licensor and Carrier agree that, no later than thirty (30) days after the Commencement Date, and on every anniversary of the Commencement Date during the Term and each Renewal Term (each, a "**Payment Date**"), the Carrier shall pay Licensor an annual license fee in the amount of Eighteen Thousand and 00/100 Dollars (\$18,000.00) (the "**License Fee**"), adjusted in accordance with Section 5.b below.

In the event this Agreement is terminated in accordance with Section 10.a (i), (iii) or (iv) below Licensor agrees to refund to Carrier the pro-rata portion of the annual License Fee paid for the unused portion of the remaining year (unless the termination is due to a default by Carrier).

b. Rent Adjustment. Licensor and Carrier agree that the License Fee shall be adjusted annually on each anniversary of the Commencement Date to an amount equal to the amount of the annual installments of rent payable during the preceding year increased by four percent (4%).

6. Improvements.

a. During the Term or any Renewal Term, Carrier and SCE shall have the right, at no cost to Licensor, to construct, maintain, repair and operate Carrier's Equipment and other necessary related facilities, including without limitation, an equipment shelter, cabinets, equipment racks, cables, conduits, generators, radios, antennae, antenna support structures (collectively, the "**Communication Facilities**"), on the Site and on the Electric Facilities, as generally shown on Exhibit "C" attached hereto.

b. In connection therewith, SCE and/or Carrier (as applicable), shall have the right to do all work necessary to prepare, add to, maintain and alter the Site and the Electric Facilities for the Communication Facilities, including the installation of utility lines and transmission lines on the Property and connecting antennas to transmitters and receivers. All construction and installation work shall be performed at no cost to Licensor, by licensed and bondable contractors, in a good and workmanlike condition and shall not materially interfere with Licensor's then existing facilities and operations on the Property. Title to the Communication Facilities shall be held by Carrier.

c. Within ninety (90) days following the cancellation, expiration or earlier termination of this Agreement, Carrier shall remove, or shall cause the removal of (at no cost to Licensor), all of Carrier's Equipment placed on the Site and on the Electric Facilities and shall demolish and remove all foundations to three (3) feet below grade level, fill all excavations, return the surface to grade and leave the Site in a neat and safe condition, free from any debris or hazards (reasonable wear and tear and damages due to causes beyond the control or without the fault or neglect of SCE and/or Carrier excepted).

d. Carrier shall have the right to install utilities and to improve any existing utilities on or near the Site (at Carrier's sole cost and expense). Any encroachment necessary for such utility service will be at a location reasonably acceptable to Licensor and the servicing utility.

e. Carrier shall fully and promptly pay for all utilities furnished to the Site for its use throughout the Term and any Renewal Term, and all other costs and expenses incurred as a result of Carrier's use, operation, repair and maintenance of the Site pursuant to this Agreement.

7. Access.

a. Carrier and Carrier's employees, representatives, affiliates, invitees, agents, consultants, contractors and subcontractors (collectively, "*Carrier's Related Parties*"), shall have the right, but not the obligation, to enter the Site prior to the Commencement Date, for the purpose of making engineering surveys, inspections and tests, to determine the suitability of the Site for Carrier's Equipment. During any such pre-construction evaluation and any subsequent entry onto the Property during the Term or any Renewal Term of this Agreement, Carrier and Carrier's Related Parties shall: (i) have insurance, as set forth in Section 13 below; (ii) notify Licensor of any proposed construction work; and (iii) coordinate the scheduling of same with Licensor and SCE. If Carrier determines that the Site is unsuitable for Carrier's contemplated use, then Carrier shall notify Licensor and SCE and this Agreement shall terminate in accordance with Section 10a(ii) below. Licensor does not warrant or guarantee the suitability of the Site for Carrier's intended use.

b. Licensor shall provide SCE, Carrier and Carrier's Related Parties with access to the Site twenty-four (24) hours a day, seven (7) days a week, at no additional charge. Licensor hereby represents and warrants it has full rights of ingress and egress to the Easement Area from a public right of way, and hereby grants such rights to SCE, Carrier and Carrier's Related Parties, to the extent required to construct, maintain, install, repair and operate the Communication Facilities, in accordance with this Agreement.

8. Interference.

a. Carrier shall operate Carrier's Equipment in a manner that will not cause unreasonable signal interference to communication equipment operated by Licensor and other previously authorized users of the Site, as such equipment is configured at the time Carrier's Equipment is installed. In the event such signal interference should occur, all costs to remedy such interference shall be borne by Carrier. Any communication system operations, operating in the same manner as of the time of installation of Carrier's Equipment, shall not be deemed to be an interference to Carrier. All operations by Carrier shall be in compliance with all applicable federal, state and local non-interference regulations including, but not limited to, those of the FCC.

b. Subsequent to the installation of Carrier's Equipment, Licensor shall not permit the use of the Site in a manner that interferes with the communications operations of Carrier as described in Section 2 above.

c. The Parties hereby acknowledge and agree that any continuing interference to Carrier's communication system operations will cause injury to Carrier and SCE, and therefore, Carrier and SCE shall each have the right (in addition to any other remedy available at law and/or in equity), to bring action to enjoin such interference and/or terminate the Agreement pursuant to Section 10.a(i) below.

9. Taxes. This Agreement may create a taxable property interest in the Site. Licensor shall not be responsible for any personal property taxes, possessory interest taxes and assessments attributable to Carrier's Equipment, levied by any Government Agency, as a result of this Agreement.

10. Termination.

a. This Agreement may be terminated as follows:

- (i) By any Party upon a default of any covenant, condition or term herein by any other Party, which default is not cured within thirty (30) days of receipt of written notice of default. No default will be deemed to exist if the Party claimed to be in default has commenced to cure such default within such period and provided that such efforts are brought to completion with reasonable diligence;
- (ii) By SCE or Carrier prior to the Commencement Date, for any reason or for no reason, provided the terminating Party delivers written notice of early termination to Licensor no later than thirty (30) days prior to the Commencement Date and forfeits and/or pays to Licensor One Thousand and 00/100 Dollars (\$1,000.00), for reimbursement of costs of document preparation and administrative time associated with this Agreement;
- (iii) By SCE or Carrier after the Commencement Date, for any reason or for no reason, provided the terminating Party delivers written notice of early termination to Licensor no later than sixty (60) days prior to such termination; and
- (iv) By Licensor, upon thirty (30) days written notice to Carrier, should the signal from Carrier's Equipment materially interfere, as objectively determined by a qualified independent engineer, with Licensor's normal and customary operation and maintenance of its facilities in place and operating as of the Commencement Date, provided, however, Licensor has first given Carrier written notice of such interference and Carrier is unable to correct or cease such interference within thirty (30) days after receipt of written notice of such interference.

b. Notwithstanding anything to the contrary in the Master Agreement or Standard Agreement, Carrier and SCE agree that the Standard Agreement shall automatically terminate upon termination of this Agreement. Without limiting SCE's rights and remedies under this Agreement or the Master Agreement, so long as the Standard Agreement is in effect, SCE shall exercise its right to renew the Term of this Agreement for each Renewal Term, and shall not terminate this Agreement, subject to Section 3 above.

11. Destruction or Condemnation.

a. If the Site or the Communication Facilities are damaged, destroyed or condemned, Carrier and SCE may elect to terminate this Agreement as of the date of the damage, destruction or condemnation by giving notice to Licensor no later than forty-five (45) days following the date of such damage, destruction or condemnation, and all rights and obligations of the Parties that do not survive a termination of this Agreement shall be deemed to cease as of the date of the damage, destruction or condemnation. If Carrier and SCE choose not to terminate this Agreement, the License Fee shall be reduced or abated in proportion to the actual reduction or abatement in Carrier's use of the Site.

b. In any condemnation proceeding, each Party shall be entitled to make a claim against the condemning authority for just compensation.

12. Assignment and Subletting.

a. Licensor may assign, sublet or otherwise transfer all or a part of its rights and/or obligations under this Agreement upon written notice to SCE and Carrier, provided, however, Licensor notifies SCE and Carrier (in a writing delivered to SCE and Carrier), that Licensor intends to assign its rights and/or obligations under this Agreement. In the event of an assignment or transfer of all or a portion of this Agreement pursuant to this Section 12.a, Licensor and Licensor's successors and assigns, shall be bound by all of the terms, conditions and obligations contained in this Agreement, and all the parties thereto shall be jointly and severally liable thereunder. Notwithstanding and without limiting the foregoing, in the event such assignee or transferee has acquired fee title to the Property and such assignee or transferee expressly agrees (in writing), to assume and perform all of the terms, conditions and obligations of this Agreement on Licensor's part to be performed, Licensor shall be discharged from all of the obligations of Licensor hereunder.

b. SCE and Carrier may assign, sublet or otherwise transfer all or any part of their interest in this Agreement, the Site or the Communication Facilities to any of their respective members, partners, parent firms, subsidiaries, or affiliates or to any entity which acquires all or substantially all of Carrier's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization, subject to any such assignee or transferee agreeing in writing to assume and perform all of the terms, conditions and obligations of this Agreement on SCE's or Carrier's part to be performed. Any other assignment shall require Licensor's prior written approval, which approval shall not be unreasonably withheld or delayed. Upon assignment by SCE and/or Carrier (as applicable), in accordance with this Section 12, such assignor shall be relieved of all liabilities and obligations hereunder.

13. Insurance. Prior to entry onto the Property pursuant to Section 7.a, above, by Carrier shall deliver to Licensor a certificate or certificates showing that Carrier has in force all of the following insurance coverage policies:

a. Workers' Compensation Insurance with statutory limits, in accordance with the laws of the State of California, and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) each accident/disease/policy limit;

b. Commercial General Liability Coverage in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage and Two Million Dollars (\$2,000,000.00) general aggregate product/completed operations. Such insurance shall (i) include Licensor, its officers and employees as an additional insured as their interest may appear under this Agreement; (ii) be primary and non-contributory with any insurance or program of self-insurance that may be maintained by Licensor; and (iii) contain standard cross-liability provisions; and

c. Commercial Automobile Insurance Coverage with a combined single limit of One Million Dollars (\$1,000,000.00), each accident for bodily injury and property damage covering all owned, non-owned, and hired automobiles. Such insurance shall include Licensor, its officers and employees as additional insured as their interest may appear under this Agreement

d. The coverages and limits set forth in this Section 13, may be obtained and

maintained through any combination of primary and excess or umbrella liability insurance or by endorsement to any master policy of insurance; and

e. Carrier may meet the requirements of this Section by self-insurance. If Carrier elects self-insurance, Carrier shall provide Licensor annually with a certificate of self-insurance from the State of California.

14. Indemnification.

a. Carrier shall indemnify, defend and hold harmless Licensor, and Licensor's parent company, affiliates, directors, shareholders, invitees, employees, agents, contractors, successors and assigns (collectively, "*Licensor's Related Parties*"), from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, to the extent arising from a breach of any of Carrier's obligations, duties, representations or warranties contained in this Agreement or from the negligent act or omission by Carrier or Carrier's Related Parties, subject to Section 14.e below.

b. The obligations of Carrier under this Section 14 shall arise at such time, if any, that a claim is made or a loss is incurred by Licensor, and the entry of judgment or the litigation of any claim shall not be a condition precedent to the obligations of Carrier hereunder.

c. Carrier shall promptly notify Licensor and SCE of the existence of any matters to which Carrier's indemnity obligations may apply. Upon demand by Licensor, Carrier shall defend at its own expense (with mutually acceptable counsel), any such matter, provided, however, that Licensor shall at all times have the right to reasonably consent to any settlement or compromise.

d. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF ANOTHER PARTY'S CUSTOMERS, GOOD WILL, REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF.

e. Notwithstanding the foregoing, this indemnification shall not apply to matters to the extent arising or resulting from the acts or omissions of Licensor's or Licensor's Related Parties.

f. Licensor shall indemnify, defend and hold harmless Carrier, and Carrier's parent company, affiliates, directors, shareholders, invitees, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, to the extent arising from a breach of any of Licensor's obligations, duties, representations or warranties contained in this Agreement or from the negligent act or omission by Licensor or Licensor's Related Parties. Notwithstanding the foregoing, this indemnification shall not apply to matters to the extent arising or resulting from the acts or omissions of Carrier's or Carrier's Related Parties.

15. Safety and Environmental Protection. Carrier shall operate and maintain the Site and Communication Facilities and shall cause Carrier's Related Parties to operate and maintain Carrier's Equipment so as to avoid injury or damage to any person or property.

In carrying out its work, Carrier and Carrier's Related Parties shall at all times, exercise all precautions reasonably necessary for the safety and environmental protection of the Site, and shall be in compliance with all applicable federal, state and local statutory and regulatory requirements including those of the State of California, Division of Industrial Relations (Cal/OSHA), Cal/EPA, US/EPA and the U.S. Department of Transportation.

Carrier and Carrier's Related Parties shall not use the Site to generate, manufacture, refine, transport, treat, store, handle, recycle, release or dispose of any "Hazardous Materials", other than as reasonably necessary for Carrier's activities under this Agreement. For purposes of this Agreement, the term "*Hazardous Materials*" means any hazardous substance, material or waste, including but not limited to those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists of lists or petroleum products and their derivatives.

However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the Site is contemplated by this Agreement.

Carrier shall immediately notify Licensor in writing upon becoming aware of any release of Hazardous Materials caused by or known to Carrier, or any violation of any environmental law or actions brought by third parties against Carrier alleging environmental damage.

a. Carrier shall post a sign, in letters no greater than ½ inch in height (unless otherwise required by law), permanently affixed to Carrier's Equipment, which identifies the responsible party to notify in case of emergency or maintenance.

b. Licensor represents that neither Licensor nor, to Licensor's actual knowledge, any third party, has used, generated, stored, treated or disposed of any Hazardous Materials (as such term is defined in this Section 16), on the Property.

16. Notices. Any notice, demand or payment required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective Parties set forth below (Any such notice, demand or payment given in accordance with this Section 15 shall be effective upon actual receipt or refusal as shown on the receipt obtained in connection with the delivery of such notice, demand or payment):

| | | |
|----------------------|--------------------------------|----------------------------------|
| <u>Licensor:</u> | <u>SCE:</u> | <u>Carrier:</u> |
| City of Long Beach | Southern California Edison Co. | T-Mobile USA, Inc. |
| 333 W. Ocean Blvd., | 2 Innovation Way | 12920 SE 38 th Street |
| 3rd Floor | Pomona, CA 91768 | Bellevue, WA 98006 |
| Long Beach, CA 90802 | Attn: Real Properties | Attn: Lease Compliance |

17. Attorney's Fees. In the event legal action by any Party is brought to enforce any term of this Agreement, to recover damages for any breach thereof or to determine any rights of the Parties under this Agreement, the prevailing Party in such action(s) may recover reasonable attorneys' fees to be fixed by the court.

18. Miscellaneous.

a. This Agreement constitutes the entire agreement and understanding among the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement must be in writing and executed by each Party hereto.

b. If any provision of this Agreement is invalid or unenforceable with respect to a Party or Parties, the remainder of this Agreement or the application of such provision to any other Party or Parties (as applicable), other than Party or Parties to whom it is held invalid or unenforceable shall not be affected and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

c. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties.

d. This Agreement shall be interpreted in accordance with the laws of the State of California.

e. In any case where the approval or consent of one Party hereto is required, requested or otherwise to be given under this Agreement, such Party shall not unreasonably delay or withhold its approval or consent.

f. Carrier shall give all notices required by applicable law and shall comply with all applicable laws, ordinances, rules and regulations pertaining to the conduct of Carrier and Carrier's Related Parties on the Site. Carrier shall be liable for all violations of the law arising in connection with Carrier's and/or Carrier's Related Parties' activities pursuant to this Agreement.

g. All Exhibits attached hereto are material parts of this Agreement.

h. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE(S) APPEAR(S) ON NEXT PAGE]

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first above written.

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

LICENSOR:

The City of Long Beach, Property Owner

By: Rebecca H. Garner
[Name]

By: _____
[Name]

Date: 6/9/2020

SCE:

SOUTHERN CALIFORNIA EDISON CO., a California corporation

By: [Signature]
Efriam Miranda, Real Properties

Date: 1/30/19

CARRIER:

T-Mobile West LLC, a Delaware limited liability company,

Name: [Signature]
Martha Ventura
VP, Engineering & Operations
Title: _____

Date: 01/25/19

APPROVED AS TO FORM
2-27-2019
CHARLES PARKIN, City Attorney
By [Signature]
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

Attachment B

LEGAL DESCRIPTION

IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

A 6.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 39 OF TRACT NO. 10548, AS PER MAP RECORDED IN BOOK 174, PAGES 15 THROUGH 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 39; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 39, SOUTH 89°47'45" EAST 36.00 FEET; THENCE SOUTH 00°12'15" WEST 34.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTH 00°12'15" WEST 109.00 FEET; THENCE SOUTH 89°47'45" EAST 211.00 FEET; THENCE NORTH 00°45'00" EAST 13.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

CONTAINING 1998 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL MATTERS OF RECORD, IF ANY.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.



Prepared by me or under my supervision:

Dated: Dec. 7, 2021

Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2023

Attachment B

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LOT 38

2973.82' →

S89°47'45"E
36.00'
POC
TPOB

34.00'

S00°12'15"W
109.00'

LOT 39
TRACT NO. 10548
M.B. 174/15-23

SCE EASEMENT
6' WIDE

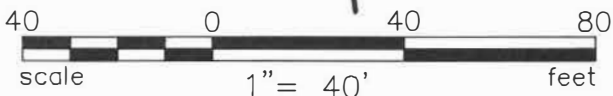
3'
6'
3'

N00°45'00"E
13.00'

S89°47'45"E

211.00'

LOT 62



Dated Dec. 7, 2021

Glenn M. Bakke
Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-23

LEGEND
[Dashed Box] DENOTES
SCE EASEMENT AREA = 1998 SQ. FT. ±
POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING



Attachment C

NOTICE of EXEMPTION from CEQA

CITY OF LONG BEACH | DEPARTMENT OF DEVELOPMENT SERVICES
333 W. OCEAN BLVD., 5TH FLOOR, LONG BEACH, CA 90802
(562) 570-6194 FAX: (562) 570-6068
lbs.longbeach.gov

TO: [] Office of Planning & Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: Department of Development Services
333 W. Ocean Blvd, 5th Floor
Long Beach, CA 90802

[] L.A. County Clerk
Environmental Fillings
12400 E. Imperial Hwy., Room 1201
Norwalk, CA 90650

Project Title: CE- 18-002

Project Location/Address: El Dorado Model Airplane Field, N/O Woodlawn & E/O Steved
Project Activity/Description: New T-Mobile Wireless Facility on SCE tower

Public Agency Approving Project: City of Long Beach, Los Angeles County, California

Applicant Name: Tim Dynes, agent for T-Mobile

Mailing Address: 1295 Federal Ave #19, Los Angeles CA 90025

Phone Number: 847-345-1125 Applicant Signature: [Signature]

BELOW THIS LINE FOR STAFF USE ONLY

Application Number: 1801-03 Planner's Initials: CJ

Required Permits: Conditional Use Permit

THE ABOVE PROJECT HAS BEEN FOUND TO BE EXEMPT FROM CEQA IN ACCORDANCE WITH STATE GUIDELINES SECTION 15301

Statement of support for this finding: The project consists of a minor addition of a wireless cellular telecommunications site on an existing SCE transmission tower

Contact Person: Cuentin Jackson Contact Phone: 562-570-6345

Signature: Cuentin Jackson Date: 5/17/18