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COMMUNICATIONS SITE LEASE

between

CITY OF LONG BEACH

and

SPRINT PCS ASSETS, LLC

1 to determine the suitability of the Premises for construction and development of the Tower
2 Facility and to prepare for the construction and development of Tower Facility. Lessee's
3 rights of access and to install utilities under this paragraph 2.2 include, but are not limited
4 to, the right to install, maintain and service telephone lines connecting the base station of
5 Tower Facility and the minimum point of entry (MPOE) or other point of presence of the
6 telephone service provider at City's property.

7 **3. TERM:** This Lease shall be for a term ("Initial Term") of five (5) years
8 commencing on October 1, 2005 ("Commencement Date"). Lessee may extend the term
9 of this Lease for three additional periods of five (5) years each (individually a "Renewal
10 Term") by giving written notice to City not less than ninety (90) days prior to the expiration
11 of the Initial Term or a Renewal Term. Notwithstanding the foregoing, either party may
12 terminate this Lease at any time during a Renewal Term on one hundred eighty (180) days
13 written notice to the other party. In the event Lessee terminates this Lease other than as
14 a result of a default by City, then the entire unpaid rent for the balance of the Initial Term
15 or a Renewal Term, as the case may be, shall be immediately due and payable to City.

16 **4. USE OF PREMISES:**

17 4.1 Lessee is authorized to use the Premises for construction and
18 development of the Tower Facility that will provide antennae locations for the transmission
19 and reception of communications signals and the installation, construction, maintenance,
20 operation, repair, replacement and upgrade of equipment, fixtures, cables, and accessories
21 which may include support structures, associated antennas, shelters, cabinets and fencing,
22 related to such use and required for the secure use of the Premises. The Premises shall
23 not be used for any other purpose without the prior consent in writing of the Director of
24 Parks, Recreation and Marine ("Director").

25 4.1.1 Lessee shall not do, bring or keep anything in or about the
26 Premises that will cause a cancellation of or increase the rate of any insurance covering
27 the Premises.

1 4.1.2 Lessee shall not use the Premises in any manner that will
2 constitute waste or nuisance.

3 4.1.3 The limitation on use set forth in subparagraphs 4.1.1 and
4 4.1.2 shall not prevent Lessee from bringing, keeping or using, on or about the Premises
5 such materials, supplies, equipment and machinery as are necessary or customary in the
6 operation of the permitted uses; provided however Lessee, in handling hazardous
7 substances or wastes, shall fully comply with all laws, rules, regulations and orders of
8 governmental agencies having jurisdiction.

9 4.2 At all times in its use and occupancy of the Premises and in the
10 conduct of its operations thereon, Lessee, at its cost, shall comply with all applicable
11 federal, state, regional and local laws, ordinances and regulations including, but not limited
12 to the City Charter, the Long Beach Municipal Code, Tariff No. 4 and those of the Federal
13 Communications Commission ("FCC"). Lessee shall obtain all permits required for the
14 construction of the Tower Facility and any other improvements on the Premises and for the
15 conduct of its operations thereon. Lessee shall comply with applicable provisions of the
16 Americans with Disabilities Act (42 U.S.C.A. § 12101, et seq.) ("Act") and regulations
17 promulgated pursuant thereto in Lessee's use of the Premises and operations conducted
18 thereon. Additionally, as between Lessee and City, Lessee shall be solely responsible for
19 assuring that the Premises are in compliance with applicable provisions of said Act and
20 related regulations and shall hold City harmless from and against any claims of failure of
21 the Premises to comply with the Act and/or related regulations.

22 4.3 If City receives a request to locate any communications transmitting
23 equipment on the Premises from any third party (a "Carrier"), City shall include in the lease,
24 license or other agreement with the Carrier a provision prohibiting the Carrier from
25 interfering with the communications operations of the Tower Facility.

26 4.3.1 In the event a Carrier's use of the Premises or any other City
27 property necessitates antenna tower space similar to the Tower Facility, Lessee shall and
28 hereby agrees to sublease a portion of the Premises, including space on the Tower Facility

1 to not less than two (2) such Carriers on terms and conditions which shall be subject to
2 review by City and a determination that the terms and conditions of such sublease are
3 consistent with the terms and conditions of this Lease. Without limiting the generality of
4 the foregoing, any such agreement shall require that the Carrier procure and maintain
5 insurance of the types and in the amounts, and indemnify City, as required of Lessee
6 hereunder. The rent and other financial requirements of any such sublease shall not be
7 subject to the review or approval by City.

8 4.3.2 Construction of any improvements not already constructed by
9 Lessee shall be completed only in accordance with the provisions of paragraph 6 of this
10 Lease including, without limitation, the requirement that the plans and specifications
11 therefore be approved in writing by the Director of Planning and Building and shall be
12 subject to such conditions and limitations as maybe set forth in the development permit
13 issued by the City ("Development Permit").

14 **5. RENTAL:**

15 5.1 Subject to the provisions of subparagraph 5.4, Lessee shall pay to
16 City, as rental for the use of the Premises, without deduction, setoff, prior notice or
17 demand, the sum of Twenty Four Thousand (\$24,000.00) Dollars per year ("Annual
18 Rent"). Annual Rent shall be payable in advance on the first day of each anniversary of
19 the Commencement Date, provided that Annual Rent for the first year of the Initial Term
20 shall be due and payable upon execution of this Lease. In addition, and in the event
21 Lessee subleases a portion of the Premises, including space on the Tower Facility, Lessee
22 shall pay to City sixty percent (60%) of monthly gross rental revenue related to non-cellular
23 and non-PCS carriers as additional rent ("Additional Rent" and, together with Annual Rent,
24 the "Rent") for each such sublease. Additional Rent shall be due and payable at the time
25 and in the manner as payments are received by Lessee under each such sublease.

26 5.2 Lessee shall keep true and accurate records and shall require its
27 subtenants to keep true and accurate records of all gross rental revenue. On or before the
28 sixtieth (60th) day following the end of each Lease year, Lessee shall, without notice or

1 demand from City, deliver to City a statement certified by the President of Lessee showing
2 the gross rental revenue from cellular and PCS and non-cellular and non-PCS carriers
3 which co-locate on the Tower Facility for the period covered by such statement.

4 5.3 The records with respect to each lease year shall be maintained in the
5 City for not less than one year following such lease year. City shall have the right, at any
6 reasonable time and from time to time after giving reasonable notice, to audit the records
7 of Lessee with respect to such rental revenue, to examine any or all subleases, and to
8 make copies of all such records. All such records shall be treated as confidential by City,
9 except in any litigation or other proceeding between the parties, to the extent permitted by
10 the California Public Records Act. If the audit discloses that gross rental revenue was
11 understated by more than five percent (5%), Lessee shall immediately pay the amount of
12 such Additional Rent to City plus the reasonable cost of the audit; otherwise City shall bear
13 the cost of the audit.

14 5.4 Annual Rent shall be adjusted as of the first day of the second lease
15 year and each lease year thereafter during the term ("adjustment date"). The phrase
16 "lease year" shall mean that twelve (12) consecutive calendar month period commencing
17 on the Commencement Date. Said adjustment shall be made by comparing the Consumer
18 Price Index for All Urban Consumers (base year 1982-84=100) for Los
19 Angeles-Riverside-Orange County, California, published by the United States Department
20 of Labor, Bureau of Labor Statistics ("Index"), which is published for the month three
21 months prior to adjustment date ("Current Index"), with the Index published for the month
22 three months prior to the Effective Date ("Beginning Index"). If the Current Index has
23 increased over the Beginning Index, Annual Rent for the then-current lease year shall be
24 set by multiplying the Annual Rent set forth above by a fraction, the numerator of which
25 is the Current Index and the denominator of which is the Beginning Index; provided, in no
26 event shall the adjusted Annual Rent be less than the Annual Rent paid by Lessee during
27 the lease year immediately preceding such adjustment. If the Index is discontinued or
28 revised during the term, such other government Index or computation shall be used in

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1 order to obtain substantially the same result as if the Index had not been discontinued. On
2 adjustment of the Annual Rent as provided herein, the parties shall immediately execute
3 a writing setting forth the adjusted Annual Rent and when said writing is executed by the
4 Director, it shall constitute a legally binding agreement of the parties without further
5 municipal, corporate or other action.

6 5.5 All delinquent installments of rental and other payments due the City
7 shall bear interest at the maximum rate allowed by law. Rental payments are delinquent
8 if remaining unpaid on the tenth calendar day of the month for which due. With the
9 exception of rental payments, all invoices issued by City are due and payable upon
10 presentation, and any such invoice remaining unpaid the thirtieth day after the date of
11 issue shall be considered delinquent.

12 **6. CONSTRUCTION OF IMPROVEMENTS AND ALTERATIONS:**

13 6.1 Lessee shall not construct or make any improvements or alterations
14 to the Premises without City's prior consent. Lessee shall obtain all permits required for
15 the construction of the Tower Facility and any other improvements on the Premises and
16 for the conduct of its operations thereon. Lessee shall comply with applicable provisions
17 of the Americans with Disabilities Act (42 U.S.C.A. § 12101, et seq.) ("Act") and regulations
18 promulgated pursuant thereto in Lessee's use of the Premises and operations conducted
19 thereon. Additionally, as between Lessee and City, Lessee shall be solely responsible for
20 assuring that the Premises are in compliance with applicable provisions of said Act and
21 related regulations and shall hold City harmless from and against any claims of failure of
22 the Premises to comply with the Act and/or related regulations. Any improvement or
23 alteration shall be constructed, erected and installed by Lessee in accordance with plans
24 and specifications approved in writing by the Director of Planning and Building or his
25 designee and shall be subject to such conditions and limitations as may be set forth in the
26 permit issued by the City authorizing the work contemplated by this Lease.

1 6.2 On or before the date of commencement of any construction of the
2 Tower Facility or any other structure or improvement on the Premises, Lessee shall file or
3 caused to be filed with City a performance bond and labor and material payment bond
4 executed by Lessee or Lessee's contractor, as principal, and by a surety authorized to do
5 business in the State of California, as surety, conditioned upon the contractor's
6 performance of its construction contract with Lessee in a form and with a surety reasonably
7 acceptable to City. The performance bond shall name or be endorsed to name City as a
8 joint obligee with Lessee and/or Lessee's lender. City shall either approve or disapprove
9 of any such proposed bond within ten (10) days of City's receipt thereof. The performance
10 bond shall be in the amount and provide a penalty of one hundred (100%) percent of the
11 cost of the improvements to be constructed by Lessee and shall remain in effect until the
12 date of completion of construction of the Tower Facility. The payment bond shall be in the
13 amount and provide a penalty of one hundred (100%) percent of the valuation of the
14 improvements to be constructed by Lessee and shall remain in effect until the expiration
15 of the period for filing a claim of lien or, if a claim of lien is filed, the expiration of the period
16 for filing an action to foreclose such lien, or until the Premises are freed from the effect of
17 such claim of lien and any action brought to foreclose such lien or the lien is otherwise
18 discharged.

19 6.3 The final plans and specifications for the Tower Facility ("Plans"),
20 which shall be constructed so as to accommodate two additional Carriers (defined below),
21 and precise location of the Tower Facility shall be subject to the prior written approval of
22 City, which may be given by initialing and returning to Lessee a copy of the Plans. The
23 Tower Facility shall be installed only in accordance with the Plans. The City shall furnish
24 information concerning underground utilities.

25 6.4 Lessee shall, at its sole cost and expense, construct improvements
26 to fully secure the Tower Facility to the reasonable satisfaction of City.

27 6.5 Lessee shall have the right to do all work necessary to prepare, add,
28 maintain and alter the Premises for construction and development of the Tower Facility and

1 to install utility lines and transmission lines connecting antennas, transmitters, receivers
2 and other equipment. All of Lessee's construction and installation work shall be performed
3 at Lessee's sole cost and expense by licensed and bondable contractors in a good and
4 workmanlike manner.

5 6.6 City shall provide reasonable access to the Premises to Lessee's
6 employees, agents, contractors and subcontractors at no charge to Lessee and shall
7 provide Lessee with the telephone number of maintenance staff assigned by the Manager
8 of the Maintenance Operations Bureau to respond to emergency situations at the
9 Premises. City hereby grants to Lessee such rights of ingress and egress over City's
10 property as may be necessary and consistent with the authorized use of the Premises.

11 6.7 Lessee shall have the right to install utilities, at Lessee's expense,
12 and to improve the present utilities on or near the Premises (including emergency or
13 back-up battery or transportable generator power). Subject to City's approval of the
14 location, Lessee shall have the right to place utilities on (or to bring utilities across) City's
15 property in order to service the Premises and the Tower Facility.

16 7. **INTERFERENCE WITH COMMUNICATIONS:**

17 7.1 The Tower Facility shall not disturb or interfere with the
18 communications equipment and uses which exist on other property owned by City and of
19 the Effective Date ("Pre-existing Communications Facilities") and shall comply with all
20 non-interference rules of the Federal Communications Commission ("FCC"). If requested
21 by City, Lessee shall conduct a RFI study to determine the probability of interference with
22 Pre-Existing Communications Facilities and the interference mitigation risks which must
23 be implemented to prevent harmful interference. For purposes of this paragraph 7.1, the
24 term "harmful interference" shall mean any emission, radiation or induction which materially
25 and repeatedly obstructs or interrupts the service provided by a Pre-Existing
26 Communications Facility or degrades its service. The foregoing to the contrary
27 notwithstanding, Lessee shall not be obligated to conduct a RFI study prior to providing (i)
28 cellular and PCS services, (ii) wireless broadband data services such as Wi-Fi, Wi-Max,

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1 Flash-OFDM, (iii) microwave backhaul services, and (iv) satellite radio services.

2 7.2 City shall not use or permit the use of any portion of the Premises in
3 a way which interferes unreasonably with the communications operations on the Tower
4 Facility. City shall take prompt action to terminate any interference with Lessee's
5 communications operations that City has the right to terminate, and shall cooperate with
6 Lessee to obtain the termination of any interference with Lessee's communications
7 operations that is beyond the control of City. The parties acknowledge that continuing
8 interference will cause irreparable injury to Lessee, and therefore Lessee shall have the
9 right to bring an action against the interfering party to enjoin such interference.
10 Pre-existing Communications Facilities configured and operating in the same manner and
11 at the same frequency as of the Date shall not be subject to this paragraph 7.2.

12 **8. MAINTENANCE AND REPAIR:**

13 8.1 Lessee, at its cost, shall keep and maintain the Premises, including
14 without limitation The Tower Facility and all buildings, structures, and other improvements
15 in good and substantial repair and condition and shall perform all necessary maintenance.

16 8.2 Should Lessee fail to make any repairs or perform required
17 maintenance within thirty (30) days after receipt of notice from City to do so, City may, but
18 shall not be obligated to, make such repairs or perform such maintenance. Lessee agrees
19 to reimburse City for the cost thereof within thirty (30) days after receipt of City's invoice
20 therefor. City's cost shall include, but not be limited to, the cost of maintenance or repair
21 or replacement of property neglected, damaged or destroyed, including direct and allocated
22 costs for labor, materials, supervision, supplies, tools, taxes, transportation, administrative
23 and general expense and other indirect or overhead expenses. In the event Lessee shall
24 commence to prosecute and diligently make such repairs or shall begin to perform the
25 required maintenance within the initial thirty (30) day period, City shall refrain from making
26 such repairs or performing required maintenance and from making demand for such
27 payment. The making of any repair or the performance or maintenance by City, which
28 repair or maintenance is the responsibility of Lessee, shall in no event be construed as a

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1 waiver of Lessee's duty or obligation to make future repairs or perform required
2 maintenance as provided in this Lease.

3 8.3 Lessee, at its cost, further agrees to keep and maintain all of the
4 Premises in a safe, clean, wholesome and sanitary condition under all applicable federal,
5 state, local and other laws, rules, regulations and orders. No offensive refuse, matter, nor
6 any substance constituting any unnecessary, unreasonable or unlawful fire hazard, nor
7 material detrimental to the public health shall be permitted to be or remain on the Premises
8 and Lessee shall prevent such material or matter from being or accumulating upon the
9 Premises.

10 8.4 All fire protection sprinkler systems, standpipe systems, fire alarm
11 systems, portable fire extinguishers and other fire-protective or extinguishing systems or
12 appliances which may be installed on the Premises shall be maintained by Lessee, at its
13 cost, in an operative condition at all times. All repairs and servicing shall be made in
14 accordance with the provisions of the Long Beach Municipal Code, Chapter 18.48 and all
15 revisions thereto.

16 8.5 Lessee shall promptly notify the Director of the release of any
17 contamination or hazardous materials onto the Premises. Lessee, at its cost, shall
18 promptly remove and/or treat and dispose of all such contamination or hazardous materials
19 in accordance with regulations and orders of governmental agencies having jurisdiction and
20 restore the Premises to the condition they were in prior to the release of the contamination
21 or hazardous materials. Lessee shall furnish the Director with copies of all waste
22 manifests. Notwithstanding the foregoing, Lessee shall not be responsible for the cost of
23 such remediation if Lessee can establish to the reasonable satisfaction of City that
24 remediation either (i) is required as a result of contamination or hazardous materials
25 existing on, in or under the Premises prior to the Effective Date, or (ii) is not as a result of
26 the use of contaminated or hazardous materials on the Premises by Lessee, its agents,
27 consultants, contractors or employees.

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1 8.6 Lessee shall provide personnel to accompany City's representatives
2 on periodic inspections of the Premises to determine Lessee's compliance with the
3 provisions of this Lease.

4 **9. UTILITIES:** Lessee, at its cost, shall make arrangements for and pay for all
5 utility installations and services furnished to or used by it, including without limitation gas,
6 water, and trash collection and for all connection charges.

7 **10. TAXES:** Except where contested in good faith in a court of appropriate
8 jurisdiction, Lessee shall pay, prior to delinquency, all lawful taxes, assessments and other
9 governmental or district charges that may be levied upon its property and improvements
10 of any kind located on the Premises and upon the interest granted under this Lease.
11 Lessee recognizes and understands that this Lease may create a possessory interest
12 subject to property taxation and that Lessee may be subject to the payment of property
13 taxes and assessments levied on such interest. Payment of any such possessory interest
14 tax or assessment shall not reduce any compensation due City hereunder.

15 **11. MECHANICS' LIENS:** Lessee shall pay all costs for construction done by
16 it or caused by it to be done on the Premises. Lessee shall keep the Premises free and
17 clear of all mechanics' liens resulting from construction done by or for Lessee. Lessee
18 shall have the right to contest the correctness or the validity of any such lien if, immediately
19 on demand by City, Lessee procures and records a lien release bond issued by a
20 corporation authorized to issue surety bonds in California in an amount equal to one and
21 one-half times the amount of the claim of lien. The bond shall meet the requirements of
22 Civil Code Section 3143 and shall provide for the payment of any sum that the claimant
23 may recover on the claim (together with costs of suit, if claimant recovers in the action).
24 Lessee agrees that it will at all times save City free and harmless and indemnify City
25 against all claims for labor or materials in connection with the construction, erection or
26 installation of Lessee's improvements made upon the Premises, or from additions or
27 alterations made thereto, or the repair of the same, by or for Lessee, and the costs of
28 defending against any such claim, including reasonable attorneys' fees.

1 **12. INDEMNIFICATION:**

2 12.1 Lessee shall defend, indemnify, hold, protect and save harmless the
3 City of Long Beach, its officials, commissioners, employees, and agents ("indemnified
4 parties") from and against any and all actions, suits, proceedings, claims, demands,
5 damages, losses, liens, costs, expenses or liabilities of any kind or nature whatsoever
6 ("claims"), which may be brought, made, filed against, imposed upon or sustained by the
7 indemnified parties, or any of them, alleging injury to or death of persons or damage to
8 property, including property owned by or under the care and custody of Lessee and that
9 such injury, death or damage arises from or is attributable to or caused, directly or
10 indirectly:

11 (i) by the use of the Premises or any equipment or
12 materials located thereon, or from operations conducted thereon by Lessee, its agents,
13 employees or invitees, or by any person or persons acting on behalf of Lessee and with
14 Lessee's knowledge and consent, express or implied of City;

15 (ii) by the condition or state of repair and maintenance of
16 the Premises;

17 (iii) by the construction, improvement or repair of the
18 improvements and facilities on the Premises by Lessee, its officers, employees,
19 contractors, agents or invitees, or by any person or persons acting on behalf of Lessee and
20 with Lessee's knowledge and consent, express or implied; or

21 (iv) by Lessee's failure or refusal to comply with the
22 provisions of Section 6300 et seq. of the California Labor Code or any federal, state or
23 local regulations or laws pertaining to the safety of the Premises or of equipment located
24 upon the Premises.

25 12.2 City shall notify Lessee of any claim, shall tender its defense to
26 Lessee, and shall assist Lessee as may reasonably be requested in the defense thereof.
27 Upon such notification and tender, Lessee shall have independent duties to defend such
28 claim, and to indemnify the indemnified parties except to the extent that such injury, death

1 or damage is determined by a court of competent jurisdiction to have been caused by the
2 active negligence or wilful misconduct of the indemnified parties. Payment of a claim by
3 an indemnified party shall not be a condition precedent to recovery under this indemnity.

4 **13. INSURANCE:**

5 13.1 As a condition precedent to the effectiveness of this Lease, and
6 without limiting Lessee's obligations of indemnity, Lessee at no cost to City shall procure
7 and maintain in full force and effect during the term of this Lease the following types and
8 levels of insurance:

9 13.1.1 Commercial general liability insurance with coverage at
10 least as broad as Insurance Services Office Commercial General Liability Form CG0001,
11 with limits of not less than \$5,000,000 per occurrence, and if written with an aggregate, the
12 aggregate shall be double the per occurrence limit. This insurance shall include coverage
13 for electric and magnetic fields (EMF) liability, explosion, collapse and underground
14 hazards, and shall not exclude or limit coverage for contractual liability, independent
15 contractors, or cross-liability protection.

16 Nothing in this paragraph 13 shall prevent Lessee from requiring its
17 sublessees, or any of them, or any other third party, to provide the required EMF liability
18 insurance in place of Lessee's provision of such insurance, nor prevent Lessee, its
19 sublessees, or any of them, in place of Lessee, from taking out EMF liability insurance
20 under a blanket insurance policy or policies which cover other personal and real property
21 owned or operated by Lessee or any sublessee provided that the protection afforded
22 Lessee and City under any policy of blanket insurance shall be no less than that which
23 would have been afforded under a separate policy or policies relating only to such
24 coverage.

25 13.1.2 Automobile liability insurance with coverage at least as
26 broad as Insurance Services Office Form CA0001 covering automobile liability code 1 (any
27 auto), with a limit of not less than \$1,000,000 each accident.

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1 13.1.3 Workers' compensation insurance, as required by the
2 State of California, and employer's liability insurance, with a limit of not less than
3 \$1,000,000 per accident for bodily injury and disease.

4 13.2 Each policy shall be from a company or companies with a current
5 A.M. Best's rating of no less than A:VIII and authorized to do business in the State of
6 California, or otherwise allowed to place insurance through surplus line brokers under
7 applicable provisions of the California Insurance Code or any federal law. Any deductible
8 or self-insured provision must be approved in writing by the Director and shall protect the
9 indemnified parties in the same manner and to the same extent as they would have been
10 protected had the insurance not contained such provision. The deductible or self-insured
11 amount shall be shown on any evidence of insurance provided to City, and City reserves
12 the right to limit said amount and to review the self-insured's financial statements if the
13 amount exceeds a level acceptable to City.

14 13.3 Each such policy, including any policy provided by a sublessee or any
15 other third party, shall be endorsed to provide that the policy shall not be canceled or
16 coverage materially reduced until a thirty (30) day written notice of cancellation has been
17 served upon the Director by registered or certified mail.

18 13.4 The policy or policies required under paragraphs 13.1.1 and 13.1.2
19 above shall also be endorsed to provide as follows:

20 (a) That the indemnified parties, while acting within the
21 scope of their authority, shall be additional insureds with regard to liability and defense of
22 suits or claims arising from the operations, products, and activities performed by or on
23 behalf of the named insured.

24 (b) That such insurance is primary and any other
25 insurance, deductible, retention or self-insurance maintained by the indemnified parties
26 shall not contribute with such primary insurance.

27 (c) That in the event a claim is made or a suit is filed
28 against an insured (whether named or additional), including a claim or suit by another

1 insured (whether named or additional), the policy shall cover the insured against whom the
2 claim is made or suit is filed in the same manner as if separate policies had been issued
3 to each insured, except that the limits of insurance shall not be increased thereby.

4 (d) That the coverage provided therein shall apply to the
5 obligations assumed by Lessee under the indemnity provisions of this Lease, unless the
6 policy or policies contain a blanket form of contractual liability coverage.

7 (e) Any failure by the named insured to comply with
8 reporting provisions of the policy or breaches or violation of warranties shall not affect
9 coverage provided to the indemnified parties.

10 13.5 The policy or policies required under paragraph 13.1.3 above shall
11 also be endorsed to provide a waiver of subrogation stating that the insurer waives
12 indemnification from the indemnified parties or any of them.

13 13.6 If any of the required insurance is provided on a "claims-made" basis,
14 any "prior acts" coverage or "retroactive date" on such insurance and all subsequent
15 insurance shall be as of the Effective Date. Upon expiration or termination of coverage of
16 required insurance, Lessee shall procure and submit to City evidence of "tail" coverage or
17 an extended reporting coverage period endorsement for the period of at least three (3)
18 years from termination or expiration of this Lease.

19 13.7 Lessee shall deliver either certified copies of the required policies or
20 endorsements on forms approved by the City ("evidence of insurance") to the Director for
21 approval as to sufficiency and to the City Attorney for approval as to form. At least
22 fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing
23 that such insurance coverage has been renewed or extended shall be filed with the
24 Director. If such coverage is canceled or reduced, Lessee shall, within ten (10) days after
25 receipt of written notice of such cancellation or reduction of coverage, file with the Director
26 evidence of insurance showing that the required insurance has been reinstated or has
27 been provided through another insurance company or companies. Lessee agrees to
28 suspend and cease all operations hereunder during such period of time as the required

1 insurance coverage is not in effect and evidence of insurance has not been furnished to
2 the City.

3 **14. SIGNS:** No signs or placards of any type or design, except safety or
4 regulatory signs prescribed by law, shall be painted, inscribed or placed in or on the
5 Premises without the prior written consent of the Director, which consent shall not be
6 unreasonably withheld. Upon the expiration or termination of this Lease, Lessee, at its
7 cost, shall remove promptly and to the satisfaction of the Director any and all signs and
8 placards placed by it upon the Premises.

9 **15. DEFAULT:**

10 15.1 The occurrence of any of the following shall constitute a default:

- 11 (i) Failure by Lessee to pay rent when due, if the failure
12 continues for ten (10) days after notice has been given by City to Lessee;
- 13 (ii) The filing by or against Lessee of a petition to have Lessee
14 adjudged a bankrupt or a petition for reorganization or arrangement under any law relating
15 to bankruptcy, unless released within sixty (60) days;
- 16 (iii) The appointment of a trustee or receiver to take
17 possession of substantially all of Lessee's assets located at the Premises or of Lessee's
18 interest in this Lease;
- 19 (iv) Any attachment where such seizure is not discharged
20 within thirty (30) days;
- 21 (v) The filing of any tax lien against Lessee not discharged
22 within thirty (30) days; or
- 23 (vi) Failure by Lessee to perform any other provision of this
24 Lease if the failure to perform is not cured within thirty (30) days after notice has been
25 given by City; provided, if the default cannot reasonably be cured within thirty (30) days,
26 Lessee shall not be in default if Lessee commences to cure the default within the thirty (30)
27 day period and diligently and in good faith continues to cure the default.
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1 15.2 Notices given under this paragraph 15 shall specify the alleged
2 default and the applicable Lease provisions and shall demand that Lessee perform the
3 provisions of this Lease or pay the rent that is in arrears, as the case may be, within the
4 applicable period of time or that Lessee quit the Premises. No such notice shall be
5 deemed a forfeiture or a termination of this Lease unless City so elects in its notice to
6 Lessee.

7 15.3 All improvements of any kind constructed, erected or installed upon
8 the Premises by Lessee ("Improvements") shall be and remain the property of Lessee
9 during the term of this Lease. In the event this Lease is terminated by City by reason of
10 a default by Lessee, then and in that event Lessee shall remove the Improvements at its
11 sole cost and expense and shall repair any damage caused by such removal. In the event
12 Lessee fails to remove the Improvements within forty-five (45) days of the expiration or
13 earlier termination of this Lease, City shall have the right to remove and/or sell and/or
14 destroy the same (subject to the interest of any person other than Lessee therein) at
15 Lessee's expense, and Lessee agrees to pay the reasonable cost of any such removal,
16 sale, or destruction.

17 15.4 The remedies of City shall be cumulative and in addition to any other
18 remedies available.

19 15.5 For the purpose of this paragraph, each of the covenants, conditions
20 and agreements imposed upon or to be performed by Lessee shall, at the option of the
21 City, be deemed to be either covenants or conditions, regardless of how designated in this
22 Lease.

23 **16. FORCE MAJEURE:**

24 16.1 Neither party to this Lease shall be deemed to be in default in the
25 performance of the terms, covenants or conditions of this Lease, if such party is prevented
26 from performing said terms, covenants or conditions hereunder by causes beyond its
27 control, including, without limitation, earthquake, flood, fire, explosion or similar
28 catastrophe, war, insurrection, riot or other civil disturbance, or any other cause reasonably

1 beyond the control of the defaulting party, but excluding strikes or other labor disputes,
2 lockouts or work stoppages. In the event of the happening of any of such contingencies,
3 the party delayed from performance shall immediately give the other party written notice
4 of such contingency, specifying the cause for delay or failure. The party so delayed shall
5 use reasonable diligence to remove the cause of delay, and if and when the occurrence
6 or condition which delayed or prevented the performance shall cease or be removed, the
7 party delayed shall notify the other party immediately, and the delayed party shall
8 recommence its performance of the terms, covenants and conditions of this Lease.

9 16.2 If the Premises are not reasonably useable in whole or in part for the
10 uses delineated in paragraph 4 by reason of any cause contemplated by this paragraph,
11 for a period of six (6) months or longer, Lessee shall have the option of terminating this
12 Lease in its entirety by giving City written notice.

13 16.3 During any period in which the Premises are not reasonably useable
14 in whole or in part for the uses delineated in paragraph 4 by reason of any cause
15 contemplated by this paragraph, Lessee shall not be relieved of its obligation to pay any
16 sum already due to City at the time of the occurrence.

17 16.4 Notwithstanding the foregoing, the occurrence of any cause
18 contemplated by this paragraph 16 shall not excuse or otherwise delay performance by
19 Lessee of its obligation to obtain all required permits, licenses, approvals and consents
20 from governmental agencies having jurisdiction for the operation and conduct of permitted
21 activities.

22 **17. TERMINATION BY ACTION OF OTHERS:**

23 In the event the United States of America, the State of California, or any
24 agency or instrumentality of said governments other than the City of Long Beach shall, by
25 condemnation or otherwise, take title, possession or the right to possession of the
26 Premises, or any part thereof, or deny Lessee the right to use the Premises as
27 contemplated by this Lease, or if any court shall render a decision which has become final
28 and which will prevent the performance by City of any of its obligations under this Lease,

1 and if such taking, denial or decision substantially impairs the utility of the Premises to
2 Lessee, then either party may, at its option, terminate this Lease as of the date of such
3 taking, denial or decision, and all further obligations of the parties shall end, except as to:

4 (i) Any award to which Lessee may be entitled from the
5 condemning authority for loss or damage suffered by Lessee, including but not limited to
6 relocation benefits and Lessee's interest in its building, improvements, trade fixtures and
7 removable personal property;

8 (ii) Obligations of indemnity which arise under the provisions
9 of paragraph 13; or

10 (iii) Any obligations or liabilities which shall have accrued prior
11 to the date of taking.

12 **18. TERMINATION BY LESSEE:**

13 Lessee shall have the right to terminate this Lease on the occurrence of one
14 or more of the following events:

15 (i) Lessee determines at any time after the Effective Date
16 that any governmental or non-governmental license, permit, consent, approval, easement
17 or restriction waiver that is necessary to enable Lessee to install and operate Tower Facility
18 cannot be obtained or renewed at acceptable expense or in an acceptable time period;

19 (ii) Lessee determines at any time after the Effective Date
20 that the Premises are not appropriate or suitable for its operations for economic,
21 environmental or technological reasons, including without limitation, any ruling or directive
22 of the FCC or other governmental or regulatory agency, or problems with signal strength
23 or interference not encompassed by paragraph 7 above;

24 (iii) Any Pre-existing Communications Facility, or any
25 communications facilities or other structures of any kind now or hereafter located on or in
26 the vicinity of City's property, interfere with the Tower Facility and Lessee is unable to
27 correct such interference through reasonable feasible means; or

28

1 (iv) City commits a default under this Lease (other than
2 under paragraph 2.2 or 7) and fails to cure such default within the thirty (30) days of receipt
3 of written notice from Lessee specifying the default, provided that if the period to diligently
4 cure takes longer than thirty (30) days and City commences to cure the default within the
5 thirty (30) day notice period, then City shall have such additional time as shall be
6 reasonably necessary to diligently effect a complete cure; or City commits a default under
7 paragraph 2.2 or 7 and fails to cure such default within five (rather than 30) days after
8 receiving written notice of such default.

9 **19. SURRENDER OF POSSESSION:**

10 19.1 Upon the expiration or earlier termination of this Lease (whether by
11 lapse of time or otherwise), Lessee, at its cost, shall restore the Premises to as good a
12 state and condition as the same were upon the date Lessee originally took possession
13 thereof, reasonable wear and tear and damage by the elements excepted, and shall
14 thereafter peaceably surrender possession.

15 19.2 All improvements of any kind constructed, erected or installed upon
16 the Premises by Lessee ("Improvements") shall be and remain the property of Lessee
17 during the term of this Lease. Lessee shall remove the Improvements at its sole cost and
18 expense and shall repair any damage caused by such removal. In the event Lessee fails
19 to remove the Improvements within forty-five (45) days of the expiration or earlier
20 termination of this Lease, City shall have the right to remove and/or sell and/or destroy the
21 same (subject to the interest of any person other than Lessee therein) at Lessee's
22 expense, and Lessee agrees to pay the reasonable cost of any such removal, sale, or
23 destruction. The obligations contained in this paragraph shall remain in full force and
24 effect, notwithstanding the expiration or earlier termination of this Lease.

25 19.3 The provisions of this paragraph 19 to the contrary notwithstanding,
26 the Premises shall be restored by City, at its cost, in the event this Lease is terminated as
27 a result of a default by City.

28

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Long Beach, California 90802-4664
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1 **20. RELOCATION ASSISTANCE:**

2 Lessee understands and agrees that except as set forth herein, Lessee has
3 no right for relocation assistance or payment from Lessee upon the termination of this
4 Lease or upon the termination of any holdover period. Lessee acknowledges and agrees
5 that it shall not be entitled to any relocation assistance or payment pursuant to the
6 provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of
7 California (Sections 7260 et seq.) with respect to any relocation of its business or activities
8 upon the termination of this Lease as a result of the lapse of time or Lessee's default or
9 upon the termination of any hold over period.

10 **21. ASSIGNMENT:**

11 21.1 Lessee shall not assign, sublet or otherwise transfer (whether
12 voluntary or involuntary) this Lease or any interest therein without the prior written consent
13 of the Director which consent shall not be unreasonably withheld, delayed or conditioned.
14 The Director shall, and hereby is authorized to approve any such request. Any sublease
15 approved by the City shall be subject to and subordinate to the provisions of this Lease.

16 21.2 The provisions of subparagraph 21.1 shall not apply to an assignment
17 or transfer to an affiliate of Lessee. For purposes of this subparagraph 21.2, the term
18 "affiliate" shall mean (i) any company which owns fifty-one percent (51%) or more of the
19 outstanding capital stock of Lessee, or (ii) any company, fifty-one (51%) percent or more
20 of the outstanding capital stock of which is owned by Lessee, or (iii) any company, fifty-
21 one (51%) percent or more of the outstanding capital stock of which is owned by a
22 shareholder or group of shareholders who also own at least fifty-one (51%) percent or
23 more of the outstanding capital stock of Lessee.

24 **22. HOLDING OVER:**

25 If Lessee shall hold over after the expiration of this Lease for any cause, such
26 holding over shall be deemed a tenancy from month to month only, upon the same terms,
27 conditions and provisions of this Lease, except as set forth below, unless other terms,
28 conditions and provisions be agreed upon in writing by Lessee and City. The Director shall

1 establish the compensation to be paid by Lessee during such holdover period, taking into
2 account the character of the subject Premises, the terms and conditions affecting their use,
3 and the fair rental value of similar premises and facilities devoted to similar use. In
4 addition, the Director may, by written notice given at any time during the holdover period,
5 modify any other provision under which Lessee occupies the Premises in order that such
6 provision will conform to the then-current leasing practices and requirements of City.

7 **23. SECURITY DEPOSIT:**

8 23.1 On or before the Commencement Date, Lessee shall provide a
9 security deposit ("Security Deposit") in the amount of Six Thousand Dollars (\$6,000.00)
10 as a security deposit for the performance by Lessee of the provisions of this Lease. If
11 Lessee is in default, City can use the Security Deposit, or any portion of it, to cure the
12 default or to compensate City for any damages sustained by City resulting from Lessee's
13 default. Lessee shall immediately on demand pay to City a sum equal to the portion of the
14 Security Deposit expended or applied by City as provided in this paragraph so as to
15 maintain the Security Deposit in the amount required above. If Lessee is not in default at
16 the expiration or termination of this Lease, City shall return the Security Deposit to Lessee.
17 City's obligations with respect to such Security Deposit are those of a debtor and not a
18 trustee. City can maintain the Security Deposit separate and apart from City's general
19 funds or can commingle the security deposit with City's general and other funds. City shall
20 not be required to pay Lessee interest on the Security Deposit.

21 23.2 The Security Deposit, at the option of Lessee, may be in the form of
22 (i) cash, or (ii) cashier's or certified check, or (iii) negotiable certificate or certificates of
23 deposit issued by a federal or state bank or savings and loan association, or (iv) an
24 irrevocable letter of credit in favor of City issued by an established bank or other institution
25 satisfactory to City, or (v) a bond in a form and with a surety reasonably satisfactory to City.

26 **24. LEASEHOLD MORTGAGES:** During the term of this Lease, Lessee may
27 encumber Lessee's leasehold estate to an institutional lender under one or more leasehold
28 mortgages and assign this Lease for security purposes only for such mortgage or

1 mortgages.

2 24.1 Any such lender shall have the right at any time during the term
3 hereof:

4 (i) To do any act or thing required of Lessee hereunder and
5 all such acts or things done and performed shall be as effective to prevent a forfeiture of
6 Lessee's rights hereunder as if done by the Lessee; and

7 (ii) To realize on the security afforded by the leasehold
8 estate and to acquire and succeed to the interest of Lessee hereunder by foreclosure of
9 any mortgage or deed of trust and to convey or assign the title to the leasehold estate
10 created hereby to any purchaser at a foreclosure sale; and

11 (iii) In the event of any default by Lessee in the payment of
12 an installment of rent hereunder, to pay such rent to City and such rent payments alone,
13 without further requirement, shall be sufficient to prevent a termination or forfeiture of the
14 leasehold estate created hereby, provided, however, that such right to prevent such
15 termination or forfeiture shall exist only for the concurrent period of thirty (30) days after
16 notice of such default has been given by City to Lessee and only those lenders who have
17 notified the Director of their interest in said Premises, as provided in subparagraph 24.2
18 below; and after said thirty (30) day period such lender, to prevent such termination or
19 forfeiture, shall be required to do all acts and things required of Lessee to be done and
20 performed hereunder; and

21 (iv) Cure such default or breach if the same can be cured by
22 the payment or expenditure of money provided to be paid under the terms of this Lease;
23 or if such default or breach is not so curable, cause the trustee under the trust deed to
24 commence and thereafter to diligently pursue to completion steps and proceedings for the
25 exercise of the power of sale under and pursuant to the trust deed in the manner provided
26 by law; and

27 (v) Keep and perform all of the covenants and conditions
28 of this Lease requiring the payment or expenditure of money by Lessee until such time as

1 said leasehold shall be sold upon foreclosure pursuant to the trust deed or shall be
2 released or reconveyed thereunder; and

3 (vi) However, if the holder of the trust deed shall fail or refuse
4 to comply with any and all of the conditions of this paragraph 24, then and thereupon City
5 shall be released from the covenant of forbearance herein contained.

6 (vii) Notwithstanding anything to the contrary contained
7 herein, no holder of any leasehold mortgage shall be personally liable under this Lease
8 unless and until such leasehold mortgage holder shall become the owner of the leasehold
9 estate, and then only for so long as it remains owner subject to the provisions of this
10 Lease. On any assignment of this Lease by any owner of the leasehold estate whose
11 interest shall have been acquired by, through or under any leasehold mortgage holder, the
12 assignor shall be relieved of any further liability which may accrue hereunder from and after
13 the date of such assignment.

14 24.2 The term "lender on the security of the leasehold estate" as used in
15 this paragraph 24 and elsewhere in this Lease shall mean the mortgagee under any
16 mortgage, or the trustee and beneficiary under any deed of trust or indenture of mortgage
17 and deed of trust encumbering the leasehold estate or Lessee's interest therein (including
18 the assignee or successor of any such mortgage, beneficiary or trustee of any such
19 mortgage, deed of trust or indenture of mortgage and deed of trust and the holder of any
20 promissory note or bond secured thereby), and executed by Lessee and delivered for the
21 purpose of securing to such mortgagee, trustee or beneficiary payment of any
22 indebtedness incurred by Lessee and secured by such mortgage, deed of trust or
23 indenture of mortgage and deed of trust.

24 24.3 As a condition to the vesting of any rights in this Lease or in the
25 leasehold estate created hereby in any encumbrancer, and except as may be otherwise
26 provided by law, there shall first have been delivered to the Director a written notice of such
27 encumbrance which shall state the name and address of the encumbrancer for the
28 purpose of enabling notices to be given under paragraph 27.1 below.

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1 Lessee's leasehold interests if City, in its sole discretion, determines that such additional
2 financing would be detrimental to the long-term operation and success of the facility.

3 **25. NON-DISTURBANCE AGREEMENT:**

4 City agrees that it will from time to time enter into so-called "non-disturbance"
5 agreements with any permitted subtenant of Lessee which requests such an agreement.
6 Such non-disturbance agreement shall provide that in the event of early termination of this
7 Lease as a result of Lessee's default thereunder, City shall recognize the sublease and not
8 disturb the subtenant's possession thereunder so long as such subtenant shall not be in
9 default under its sublease, that the subtenant will attorn to City and that the subtenant will
10 pay rent to City from the date of such attornment, and that City shall not be responsible to
11 the subtenant under the sublease except for obligations accruing subsequent to the date
12 of such attornment.

13 **26. QUIET POSSESSION:**

14 Except as otherwise provided in this Lease, City covenants and agrees that
15 Lessee, upon paying the rent and other charges herein provided for and observing and
16 keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or
17 performed, Lessee shall lawfully and quietly hold, occupy, and enjoy the Premises during
18 the term of this Lease without any hindrance or molestation by City or any person claiming
19 under City.

20 **27. MISCELLANEOUS PROVISIONS:**

21 27.1 Any notice, demand, request, consent, approval or communication
22 that either party desires or is required to give to the other party or to any other person shall
23 be in writing and either served personally or sent by prepaid, first-class mail. The
24 addresses of the parties are as follows:

25 To City: Director of Parks, Recreation & Marine
26 City of Long Beach
27 2760 Studebaker Road
28 Long Beach, California 90808

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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With a copy to: City Manager
City of Long Beach
333 West Ocean Boulevard, 13th Floor
Long Beach, California 90802

To Lessee: Sprint Contracts and Performance
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2620

With a copy to: Sprint Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attention: Real Estate Attorney

Either party may change its address by notifying the other party in writing of such change. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this subparagraph and as of the time of receipt if personally served.

27.2 Lessee agrees, subject to applicable laws, rules and regulations, that no person shall be subject to discrimination in the performance of this Lease on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, handicap, or Vietnam Era veteran status. Lessee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any of these bases, including but not limited to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the Lessee setting out the provisions of this nondiscrimination clause. Lessee shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to these bases.

27.3 The parties hereby waive all claims against the other for damage or loss caused by any suit or proceeding commenced by a third party, directly or indirectly

1 attacking the validity of this Lease, or any part thereof, or by any judgment or award in any
2 suit or proceeding declaring this Lease null, void or voidable, or delaying the same, or any
3 part thereof, from being carried out, provided that Lessee shall not be liable for payment
4 of compensation hereunder to the extent that, during any period, it is so prevented from
5 exercising its rights hereunder.

6 27.4 The use of paragraph headings or captions in this Lease is solely for
7 the purpose of convenience, and the same shall be entirely disregarded in construing any
8 part or portion of this Lease.

9 27.5 This Lease shall be governed by the laws of the State of California,
10 both as to interpretation and performance.

11 27.6 No waiver by either party at any time of any of the terms, conditions,
12 covenants or agreements of this Lease shall be deemed or taken as a waiver at any time
13 thereafter of the same or any other term, condition, covenant or agreement herein
14 contained nor of the strict and prompt performance thereof by the party obligated to
15 perform. No delay, failure or omission of either party to exercise any right, power, privilege
16 or option arising from any default nor subsequent acceptance of compensation then or
17 thereafter accrued shall impair any such right, power, privilege or option or be construed
18 to be a waiver of any such default or relinquishment thereof or acquiescence therein. No
19 option, right, power, remedy or privilege of either party hereto shall be construed as being
20 exhausted or discharged by the exercise thereof in one or more instances. It is agreed that
21 each and all of the rights, powers, options or remedies given to the parties by this Lease
22 are cumulative, and no one of them shall be exclusive of the other or exclusive of any
23 remedies provided by law, and that the exercise of one right, power, option, or remedy by
24 a party shall not impair its rights to any other right, power, option or remedy.

25 27.7 This Lease shall be binding upon and shall inure to the benefit of the
26 successors and assigns of City and shall be binding upon and inure to the benefit of the
27 permitted successors and assigns of Lessee.

28

1 27.8 Should any of the covenants, conditions or agreements of this Lease
2 be held by a court of competent jurisdiction to be illegal or in conflict with any applicable
3 law, or with any provision of the Charter of the City of Long Beach, the validity of the
4 remaining portions or provisions shall not be affected thereby.

5 27.9 If either party commences an action against the other party arising out
6 of or in connection with this Lease, the prevailing party shall be entitled to have and
7 recover from the losing party reasonable attorneys' fees and costs of suit.

8 27.10 This Lease may be amended or terminated at any time by the written
9 mutual agreement of the parties.

10 27.11 All provisions, whether covenants or conditions on the part of City,
11 shall be deemed to be both covenants and conditions.

12 27.12 This Lease constitutes the whole agreement between Lessee and
13 City. There are no terms, obligations or conditions other than those contained herein. No
14 modification or amendment of this Lease shall be valid and effective, unless evidenced by
15 a written agreement signed by the parties which makes specific reference to this Lease.

16 **28. ESTOPPEL:**

17 City shall at any time and from time to time hereafter, but no more frequently
18 than twice in any lease year (or more frequently if such request is made in connection with
19 any sale or mortgaging of Lessee's interest or permitted subletting by Lessee, within ten
20 (10) days after written request of Lessee to do so, certify by written instrument to any
21 mortgagor or purchaser: (i) as to whether this Lease has been supplemented or amended,
22 and if so, the substance and manner of such supplement or amendment; (ii) as to the
23 validity and force and effect of this Lease; (iii) as to the existence of any default hereunder;
24 (iv) as to the existence of any offsets, counter claims or defenses thereto on the part of
25 Lessee; (v) as to the commencement and expiration dates of the term of this Lease; and
26 (vi) as to any other matter reasonably so requested. Any party requesting such estoppel
27 certificate shall reimburse City for the costs and expenses incurred by issuing the
28 certificate, not to exceed Two Thousand Five Hundred Dollars (\$2,500.00).

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City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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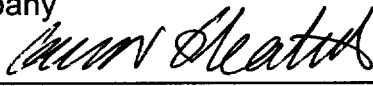
29. DONATION:

On or before the Commencement Date, Lessee shall make a donation of Thirty Nine Thousand (\$39,000.00) Dollars to Partners of Parks, a California non-profit public benefit corporation for the benefit of the Long Beach Senior Center.

IN WITNESS WHEREOF, the parties have executed this Lease with all of the formalities required by law.

SPRINT PCS ASSETS, LLC, a Delaware limited liability company

10-6-05, 2005

By: 

Name: GEORGE GRANTUS

Title: DIRECTOR SITE DEVELOPMENT

10-13-05, 2005

By: 

Name: SATISH SHARMA

Title: DIRECTOR RF ENGINEERING

LESSEE

CITY OF LONG BEACH, a municipal corporation

12-1, 2005

By: 
Its: City Manager

CITY

The foregoing Communications Site Lease is hereby approved as to form.

ROBERT E. SHANNON, City Attorney

11/23, 2005

By: 
Deputy City Attorney

EXHIBIT A

7275 5
SHEET 1
SCALE 1" = 80'

1985

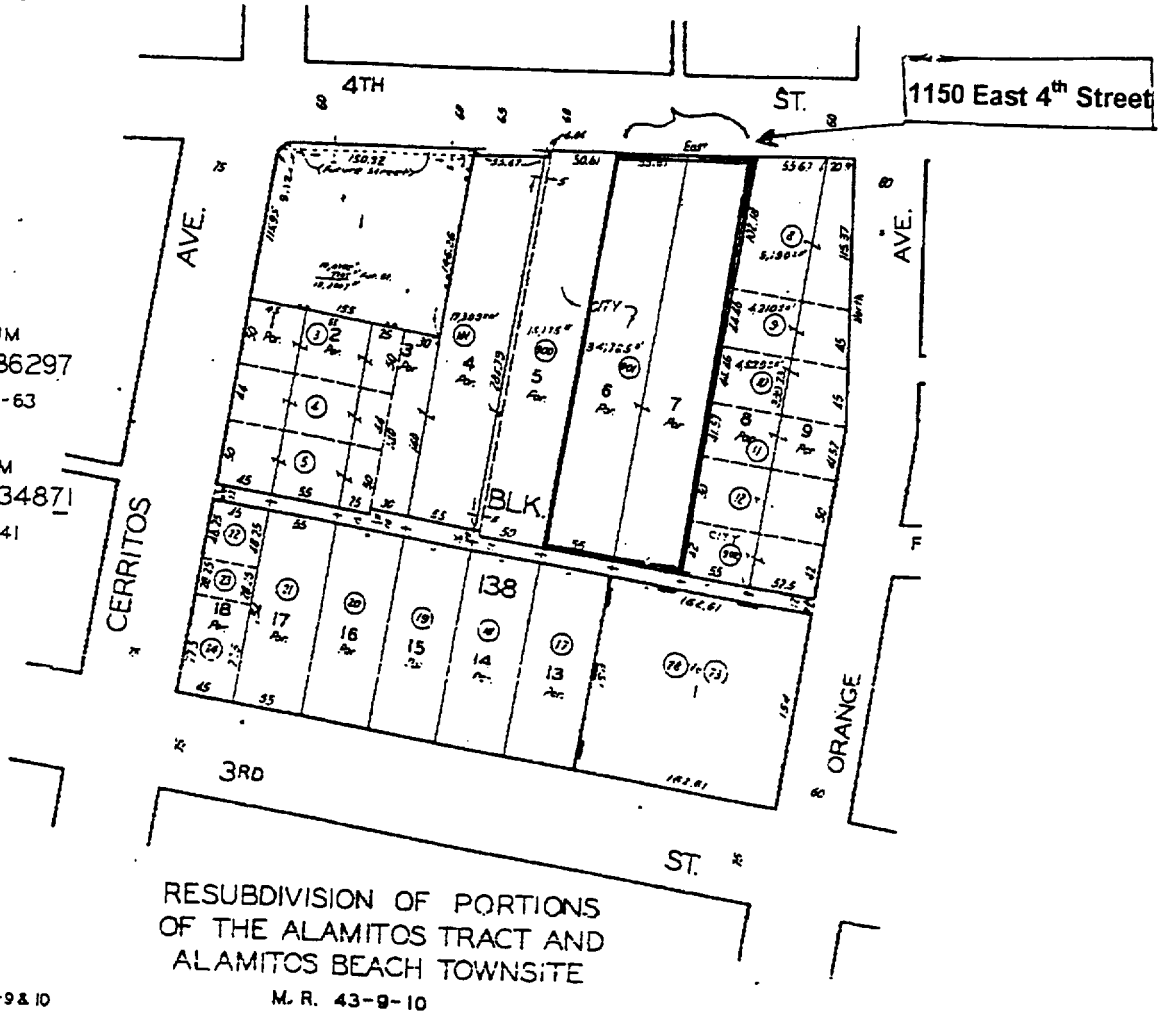
CONDOMINIUM
TRACT NO. 36297
M. B. 934 - 61 - 63

CONDOMINIUM
TRACT NO. 34871
M. B. 909 40 41



CODE
5500

FOR PREV. ASSMT. SEE: 367-9 & 10



1150 East 4th Street
Long Beach, CA
90802-1735

Los Angeles County Assessor's Parcel Number 7275-005-901

