

33631

**WATER DEPARTMENT DOCUMENTS
FOR BACKGROUND INFORMATION
PRIOR TO
MEMORANDUMS REGARDING
CORRECTION TO CONTRACT NUMBER AND
TRANSFER OF WATER DEPARTMENT LEASE NO. WDL-110 A
(CITY CLERK CONTRACT) NO. 33631**

**WATER DEPARTMENT LEASE NO. WDL-110 A
WATER DEPARTMENT DOCUMENTS**

(NOTE: Please note the correction of Water Department Lease No. WDL-110 to Water Department Lease No. WDL-110 A, per City Attorney memorandum.)

- 1) **LEASE NO. WDL-110 A**, by and between the Board of Water Commissioners of the City of Long Beach and AB Cellular LA, LLC, dba AT&T Wireless, dated March 7, 2003 (Information Copy)
- 2) **FIRST AMENDMENT TO LEASE NO. WDL-110 A**, by and between New Cingular Wireless PCS, LLC, dba AT&T Wireless, and the Board of Water Commissioners of the City of Long Beach, dated October 1, 2006

COPY

LEASE
WDL-110

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3 THIS LEASE is made and entered, in duplicate, as of March 7, 2003 for
4 reference purposes only, pursuant to an order of the Board of Water Commissioners of the
5 City of Long Beach adopted at its meeting held on March 6, 2003, by and between the
6 BOARD OF WATER COMMISSIONERS OF THE CITY OF LONG BEACH, a municipal
7 corporation ("Lessor") and AB CELLULAR LA, LLC, a Delaware limited liability company,
8 doing business as AT&T WIRELESS, whose business address is 2729 Prospect Park
9 Drive, Rancho Cordova, California 95670 ("Lessee").

10 1. Lease. Lessor hereby leases to Lessee and Lessee hereby accepts "as
11 is" and leases from Lessor an area of approximately one thousand one hundred thirty-four
12 (1,134) square feet substantially as shown on Exhibit "A" attached hereto and incorporated
13 herein by this reference ("Premises"). The Premises are situated within a portion of that
14 certain real property owned by Lessor which is commonly known as 1280 West Willow
15 Street, Long Beach, California and includes portions of Lots 14 and 15 as shown on Exhibit
16 "A" and described on Exhibit "A-1", attached and incorporated by reference.

17 During the term of this Lease Lessor also grants to Lessee an irrevocable,
18 nonexclusive right of ingress and egress, seven (7) days a week, twenty-four (24) hours a
19 day, and the right to install and maintain underground utility wires, cables, conduits and
20 pipes from the Premises to the nearest public right of way. If Lessee is unable to install and
21 maintain underground utility wires, cables, conduits, and pipes from the Premises to the
22 nearest public right-of-way, then Lessee may terminate this Lease by giving ten (10) days
23 prior notice to Lessor.

24 2. Term. The term of this Lease shall commence at midnight on
25 October 1, 2001, and shall terminate at 11:59 p.m. on September 30, 2006, unless sooner
26 terminated as provided herein. The anniversary date of this Lease shall be October 1.

27 Lessor shall have the right to terminate this Lease, without penalty, by giving
28 to Lessee sixty (60) days prior notice if the Premises are required for storm drains or

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

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

1 purposes related to storm drainage. Provided that Lessor has no need for the Premises
2 and provided that Lessee is not in default at the time that Lessee gives notice of its desire
3 to extend the term, Lessee shall have an option to extend the initial term for two (2)
4 separate, consecutive periods of five (5) years each by giving to Lessor, at least ninety (90)
5 days prior to the expiration of the initial term or any extended term, notice that Lessee is
6 exercising its option to extend. Lessor may cancel the exercise of Lessee's option (even
7 after Lessee has exercised its option) if Lessee defaults and fails to cure such default prior
8 to the commencement of an extended term.

9 3. Rent. A. Lessee shall pay to Lessor as rent each month, on the first day
10 of each month, in advance, without deduction, setoff, notice, or demand: (i) One Thousand
11 Eight Hundred Dollars (\$1,800)("Base Rent"), and (ii) twenty-five percent (25%) of Lessee's
12 gross revenues from payments in cash or cash equivalency to Lessee from its subtenants
13 on the Premises ("Additional Rent"). "Gross revenues" means and includes all revenue
14 relating to the Premises and received by Lessee or, if not received, then which Lessee is
15 entitled to receive but does not actually receive due to rent credits, rent forgiveness, or other
16 similar device, and whether or not Lessee collects such revenue, and without deductions
17 of any kind.

18 Additional Rent also includes the cost of removal of improvements and
19 personal property pursuant to Section 5, the cost of maintenance pursuant to Section 10,
20 and the cost to remove signs pursuant to Section 24.

21 B. Beginning on the anniversary date in 2002 and continuing on each
22 anniversary date thereafter, Lessee shall pay to Lessor as Base Rent for the next twelve
23 months without deduction, setoff, notice, or demand \$1,800 per month plus an amount
24 which is equal to \$1,800 multiplied by the CPI Adjuster, or multiplied by four percent (4%),
25 whichever is greater.

26 C. The CPI Adjuster means a percent which is calculated by dividing the
27 Consumer Price Index (All Urban Consumers) for the Los Angeles-Riverside-Orange Co.,
28 California Metropolitan Area published by the Bureau of Labor Statistics of the U.S.

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

1 Department of Labor ("Index") in the month immediately preceding the anniversary date of
2 each relevant lease year by the base Index number for October, 2001. If the Index is
3 changed so that the base Index number differs from that in effect when the first extended
4 term commenced, the Index shall be converted in accordance with the conversion factor
5 published by the Bureau of Labor Statistics. If the Index is discontinued or revised during
6 an extended term, such other government index or computation with which it is replaced
7 shall be used in order to obtain substantially the same result as would be obtained if the
8 Index had not been discontinued or revised.

9 D. If Lessee fails to pay Base Rent or Additional Rent within fifteen (15) days
10 after such rent is due, Lessee shall pay a late fee of Fifty Dollars (\$50.00) for that payment.
11 This late charge does not establish a grace period. Lessor and Lessee agree that the
12 charge is presumed to be the damages sustained by Lessor for Lessee's late payment of
13 rent and that it is impracticable or difficult to fix the actual damages

14 E. Lessee shall pay rent at the address given herein for notice to Lessor.

15 4. Use. A. The Premises shall be used solely for the purpose of maintaining
16 and operating an on-site generator and a cellular mobile telephone facility, including a single
17 monopole antenna tower and a prefabricated building consisting of approximately 360
18 square feet, and for any use which is incidental thereto. If any application by Lessee for any
19 certificate, permit or other approval is canceled, expires, lapses or is otherwise withdrawn
20 or terminated by any governmental authority, or if due to technological changes or for any
21 other reason, Lessee, in its sole discretion, determines that it will be unable to use the
22 Premises as stated herein, then Lessee shall have the right to terminate this Lease
23 immediately by giving notice to Lessor.

24 B. If Lessee's use of the Premises creates radio or television interference for
25 nearby residents or interference with Lessor's storm drain pump station telemetry system,
26 and if Lessee does not proceed diligently to eliminate such interference within ten (10)
27 business days after notice from Lessor to do so, Lessor may immediately terminate this
28 Lease by giving notice to Lessee.

1 C. Broadcasting from the Premises shall comply with all regulations of the
2 Federal Communications Commission ("FCC") with respect to adult entertainment.

3 D. In Lessee's use of the Premises and Lessee's operations on the Premises,
4 Lessee shall not create or cause a nuisance, any annoyance, inconvenience or damage to
5 Lessor, the neighborhood, or occupants of adjoining land.

6 E. Lessee shall not grant any franchises, easements, rights of way, or permits
7 in, on, under, across or through the Premises.

8 5. Improvements. A. Lessee has erected on the Premises a tower and other
9 improvements necessary to operate the tower for the purposes identified in Section 4. No
10 other improvements on, at or to the Premises may be erected or constructed without
11 Lessor's prior written approval.

12 B. Lessee shall notify Lessor at least twenty (20) days prior to beginning any
13 work on the improvements to enable Lessor to post and record notices of nonresponsibility.

14 C. Lessee shall keep the Premises free from all liens for any work done, labor
15 performed or material furnished by or for Lessee. Lessee shall defend, indemnify and hold
16 Lessor, its officials and employees harmless from and against all claims, liens, demands,
17 causes of action, liability, loss, costs and expenses (including reasonable attorney's fees)
18 of whatever kind for any such work done, labor performed, or materials furnished on the
19 Premises or to Lessee for construction or repair. If a lien is imposed on the Premises as
20 a result of any such work or materials, Lessee shall: (i) record a valid release of lien; or (ii)
21 deposit with Lessor cash in an amount equal to 125% of the amount of the lien and
22 authorize payment to the extent of said deposit to any subsequent judgment holder that
23 may arise as a matter of public record from litigation with regard to lienholder's claim; or (iii)
24 procure and record a lien release bond in accordance with California Civil Code Section
25 3143 issued by a surety authorized to do business in California.

26 D. On completion of the work of improvements, Lessee shall file a Notice of
27 Completion in the Official Records of the Los Angeles County Recorder.

28 E. Within sixty (60) days after expiration or sooner termination of this Lease,

1 Lessee, at Lessee's sole cost, shall remove from the Premises all personal property and
2 all improvements constructed on the Premises by Lessee. If Lessee does not remove them
3 during said sixty-day period, then Lessor may treat such improvements and personal
4 property as abandoned and Lessor shall be deemed owner of them without accounting to
5 Lessee or Lessor may remove them at Lessee's expense and the cost of removal shall be
6 Additional Rent.

7 F. All contracts entered by Lessee relating to the Premises or any work of
8 improvement on the Premises shall contain the following statement:

9 "This contract shall in no way bind the Board of Water Commissioners of the
10 City of Long Beach, the City, their officials, or employees, nor obligate them
11 for any costs or expenses whatsoever under this contract."

12 6. Nondiscrimination. Subject to applicable laws, rules, and regulations,
13 Lessee shall not discriminate against any person or group on the basis of age, sex, sexual
14 orientation, AIDS, HIV status, marital status, race, religion, creed, ancestry, national origin,
15 disability, or handicap, or Vietnam Era veteran status.

16 7. Subsurface Restrictions. The parties agree that this Lease covers only the
17 surface of the Premises and only so much of the subsurface as is reasonably necessary for
18 Lessee's use of the Premises as permitted in this Lease (including, without limitation, (i) the
19 foundation for Lessee's monopole antenna structure and prefabricated building, and (ii)
20 cables, conduits and pipes within the Premises to connect Lessee's communications
21 equipment within such prefabricated building to the antennas constructed and maintained
22 by Lessee within the Premises).

23 8. Continuation of Rights and Remedies. Termination or expiration of this
24 Lease shall not affect rights or liabilities of Lessor which accrued prior to termination or
25 expiration of this Lease.

26 9. No Utilities. Lessor shall not provide any utilities to the Premises. Lessee
27 shall arrange and pay for the installation and use of all utilities of whatsoever kind to the
28 Premises.

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

1 10. Maintenance. A. Lessee shall, at Lessee's sole cost and to the
2 satisfaction of Lessor, maintain the Premises and all improvements thereon (except the
3 irrigation system and landscaping on the bank of land situated to the south of the Premises
4 and shown on Exhibit "B" attached hereto) in good condition, free from rodents, weeds,
5 noxious plants and wild growth, in substantial repair, in a safe and sanitary condition, and
6 in compliance with all applicable laws and regulations. Lessee shall at its sole cost and
7 expense keep and maintain all natural and artificial drainage channels now located or
8 hereafter constructed on the Premises free and unobstructed. If Lessee fails to maintain
9 the Premises as required herein, Lessor may notify Lessee of said failure. If Lessee fails
10 to correct the situation within thirty (30) days after notice or such longer period as may be
11 established by Lessor, Lessor may make the necessary correction and the cost thereof,
12 including but not limited to the cost of administration, and labor, materials, and equipment,
13 shall be paid by Lessee within ten (10) days after receipt of a statement of said cost from
14 Lessor. If said statement is not timely paid, the cost shall become Additional Rent. Lessor
15 may, at its option, choose other remedies available herein or by law. Lessee hereby waives
16 to the extent permitted by law any right to make repairs at the expense of Lessor or to
17 vacate the Premises in lieu thereof as may be provided by law.

18 B. Lessor shall have no duty to maintain or repair the Premises or any
19 improvements thereon.

20 11. Taxes. Lessee acknowledges that this Lease may create a possessory
21 interest subject to property taxation and that Lessee may be liable for payment of taxes
22 levied on such interest. Lessee shall promptly pay, prior to delinquency, all taxes,
23 assessments and other governmental fees that may be levied against the Premises and any
24 improvements or personal property located on the Premises and on any possessory interest
25 created by this Lease, and provide proof of payment to Lessor on demand.

26 12. Insurance. Prior to any tests or construction by Lessee and in partial
27 performance of Lessee's obligations hereunder, Lessee shall procure and maintain the
28 following insurance coverages at Lessee's sole expense for the duration of this Lease and

1 any extensions, renewals or holding over thereof, from insurance companies authorized to
2 write insurance in the State of California or from non-admitted insurers that are on
3 California's List of Eligible Lines Insurers (LESLI) and that have a minimum rating of or
4 equivalent to A:VII by A.M. Best company:

5 a) Commercial General Liability (equivalent in coverage scope to Insurance
6 Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not
7 less than Five Million Dollars (\$5,000,000) per occurrence and in general
8 aggregate. This insurance shall include coverage for electric and magnetic
9 fields (EMF) liability, products and completed operations liability and shall not
10 exclude or limit coverage for contractual liability, independent contractors, or
11 cross liability protection. This insurance shall be endorsed to include the
12 Board of Water Commissioners, the City of Long Beach, and their officials,
13 employees, and agents as additional insureds (by an endorsement equivalent
14 in coverage scope to ISO form CG 20 26 11 85).

15 b) "All Risk" Property, including debris removal, covering the full replacement
16 value of Lessee's improvements constructed on or about the Premises.

17 All insurance required hereunder shall be separately endorsed to require at
18 least thirty (3) days' prior written notice of cancellation (ten (10) days if cancellation is for
19 nonpayment of premium), non-renewal, or material changes in coverage (other than
20 reduction of limits due to claims paid) to Lessor, and to provide that coverage shall be
21 primary and not contributing to any other insurance or self-insurance maintained by Lessor
22 or its officials, employees, and agents.

23 Lessee shall require any contractors or subcontractors to procure and
24 maintain the insurance required herein unless otherwise agreed in writing by Lessor's Risk
25 Manager or designee.

26 Upon the full execution of this Lease, Lessee shall deliver to Lessor
27 certificates of insurance and an "automatic additional insureds" endorsement evidencing the
28 coverage required by this Lease, including the certificates of any of Lessee's contractors

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

1 and subcontractors, for approval as to sufficiency and form. The certificates for each
2 insurance policy shall contain the original signatures of persons authorized by the insurer
3 to bind coverage on its behalf. Lessee shall provide Lessor with copies of certificates of
4 insurance and endorsements for renewal policies within thirty (3) days of policy termination.

5 Such insurance as required herein shall not be deemed to limit Lessee's
6 liability relating to performance under this Lease. The procuring of insurance shall not be
7 construed as a limitation on liability or as full performance of the indemnification and hold
8 harmless provisions of this Lease.

9 At the beginning of each Renewal Term and, once every two years hereafter,
10 in the event the License extends beyond the three additional terms, the Lessor's Risk
11 Manager shall have the sole authority to increase the scope or limits of insurance required
12 in this Lease. Such changes to the insurance requirements as stated herein must be readily
13 available in the commercial insurance market.

14 With respect to damage to property, Lessor and Lessee hereby waive all
15 rights of subrogation, one against the other, but only to the extent that collectible
16 commercial insurance is available for said damage.

17 13. Americans with Disabilities Act. Lessee shall have and be allocated the
18 sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with
19 respect to the Premises and any improvements thereon, and Lessee shall defend,
20 indemnify and hold Lessor, its officials and employees harmless from and against any and
21 all claims of failure to comply with or violation of the ADA.

22 14. Relocation. Lessee agrees that nothing contained in this Lease shall
23 create any right in Lessee for any relocation payment or assistance pursuant to the
24 provisions of Title 1, Division 7, Chapter 16 of the California Government Code from Lessor
25 on the expiration or sooner termination of this Lease.

26 15. Notice. Any notice required hereunder shall be in writing and personally
27 delivered or deposited in the U. S. Postal Service, registered or certified, return receipt,
28 postage prepaid to Lessor at 1800 East Wardlow Road, Long Beach, California 90807 Attn:

Robert E. Shannon
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333 West Ocean Boulevard
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1 General Manager, and to Lessee at the address first stated above Attn: Lease Management
2 Department (Re: Cell Site C522). As a courtesy but not as a requirement for binding notice,
3 Lessor will send a copy of notices by regular first class mail to AT&T Wireless, 12900 Park
4 Plaza Drive, Cerritos California 90703-8573 Attn: Daniel E. Smith (Re: Cell Site C522).
5 Notice shall be deemed effective on the date shown on the return receipt or on the date
6 personal delivery is made, whichever first occurs. If delivery is refused, the date of deposit
7 in the mail shall be deemed the date of notice. Change of address shall be given as
8 provided herein for notices.

9 16. Hazardous Materials and Waste. A. Lessee shall comply with all
10 applicable laws regarding the use, storage, and disposal of hazardous or explosive
11 materials on the Premises. Lessee shall comply with California Health and Safety Code
12 Section 25359.7 or its successor regarding notice to Lessor on discovery by Lessee of the
13 presence or suspected presence of any hazardous substance on the Premises.

14 B. Lessee shall construct such works as necessary to prevent any water or
15 industrial waste resulting from Lessee's use of the Premises from flowing, escaping or
16 seeping into any natural or artificial drainage channel on the Premises. Lessee shall
17 dispose of all sewage and industrial waste in a manner satisfactory to Lessor and any
18 governmental agency with jurisdiction over such waste.

19 17. Indemnity. Lessee shall, with respect to this Lease, indemnify and hold
20 harmless Lessor, the City, and their officials, employees and agents (collectively in this
21 Section "Lessor") from and against any and all liability, claims, demands, damage, loss,
22 causes of action, proceedings, penalties, costs or expenses, (including attorney's fees,
23 court costs, and expert and witness fees)(collectively "Claims" or individually "Claim").
24 Claims include allegations and include by way of example but are not limited to: Claims for
25 property damage, personal injury or death arising in whole or in part from any negligent act
26 or omission of Lessee, its partners, employees, agents, or anyone under Lessee's control
27 (collectively "Indemnitor"); Lessee's breach of this Lease; misrepresentation; willful
28 misconduct; and Claims by any employee of Indemnitor relating in any way to worker's

1 compensation. Independent of the duty to indemnify and as a free-standing duty on the
2 part of Lessee, Lessee shall defend Lessor and shall continue such defense until the Claim
3 is resolved, whether by settlement, judgment or otherwise. No finding or judgment of
4 negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty
5 to defend to arise. Lessee shall notify Lessor of any claim within ten (10) days. Likewise,
6 Lessor shall notify Lessee of any claim, and shall assist Lessee, as may be reasonably
7 requested, in such defense.

8 18. Assignment. A. Except as stated in sub-section 18(B) and herein,
9 Lessee shall not assign or transfer this Lease or any interest herein, nor sublease the
10 Premises or any part thereof (collectively referred to as "transfer") without the prior written
11 consent of Lessor which shall not be unreasonably withheld, except Lessee may transfer
12 without Lessor's prior consent to (1) a corporation or partnership having directly or indirectly
13 a thirty percent (30%) or greater interest in Lessee ("Parent"); (2) a corporation or other
14 entity with which Lessee and/or Parent may merge or consolidate; (3) a purchaser with
15 substantially all of the outstanding ownership units or assets of Parent or Lessee. To obtain
16 Lessor's consent to a proposed transfer, Lessee shall meet the following requirements and
17 Lessee's failure to meet any requirement shall allow Lessor to withhold consent:

18 (i) Lessee shall notify Lessor at least sixty (60) days prior to the date when
19 Lessee desires the transfer to take effect ("Transfer Date") which notice shall contain the
20 name, address and telephone number of the proposed transferee; the nature of the
21 proposed transferee's business and details of its business experience; the terms of the
22 proposed transfer, including a copy of any agreement or sublease between Lessee and the
23 proposed transferee; a statement whether the proposed transferee is an individual,
24 partnership, limited liability company or corporation and, if a partnership, the names and
25 addresses of the general partners and, if a corporation, the names and addresses of the
26 officers and directors and the State of incorporation; and, if a limited liability company, the
27 name and address of the managing member; and the Transfer Date.

28 (ii) Lessee shall demonstrate that the proposed transferee is financially

1 responsible and experienced in operating a business similar to that permitted hereunder.

2 (iii) Lessor and Lessee agree (by way of example and without limitation) that
3 it shall be reasonable for Lessor to withhold its consent if any of the following exist or may
4 exist: (a) the proposed transferee's use of the Premises conflicts with or is inconsistent
5 with the use of the Premises stated herein; (b) in Lessor's reasonable business judgment,
6 the proposed transferee lacks sufficient business or management experience to operate a
7 similar business on the Premises; or (c) Lessee is in default under this Lease at the time
8 the request for transfer is made and has not cured such default, if same can be cured, prior
9 to ten (10) business days prior to the Transfer Date.

10 (iv) Lessor shall notify Lessee at least fifteen (15) days prior to the Transfer
11 Date whether Lessor approves or disapproves the proposed transfer.

12 (v) Any approved transferee shall assume and be deemed to have assumed
13 this Lease and shall be jointly and severally liable with Lessee for the payment of rent and
14 performance of the terms, covenants, and conditions of this Lease. No approved transfer
15 shall be binding on Lessor until such transferee shall deliver to Lessor a counterpart of the
16 transfer agreement which contains a covenant of assumption by transferee but the failure
17 or refusal to execute or deliver such instrument shall not release transferee from its liability
18 as stated herein.

19 (vi) The consent of Lessor to any transfer shall not relieve Lessee of the
20 obligation to obtain such consent to any further transfer. Further, neither this Lease nor any
21 interest herein shall be subject to transfer by attachment, execution, proceedings in
22 insolvency or bankruptcy (either voluntary or involuntary), or receivership. In the event of
23 transfer without the prior written consent of Lessor, such transfer shall be voidable at
24 Lessor's election and, if avoided by Lessor, shall convey no interest. Any transfer without
25 Lessor's consent shall constitute a default of this Lease.

26 B. Lessor and Lessee acknowledge and agree that, as of the commencement
27 date of this Lease, Lessee is subleasing the Premises to the entities listed on Exhibit "C"
28 attached hereto and incorporated herein by this reference and that the sublessees listed

1 on Exhibit "C" are approved by Lessor.

2 19. Books and Records. A. No later than thirty (30) days after the end of
3 each quarter of a Lease year (October 1 through the following September 30) Lessee shall
4 deliver to the General Manager of the Long Beach Water Department a signed statement
5 showing gross rent for the immediately preceding quarter, and showing the addition or
6 deletion of any sublessee.

7 B. If Lessee fails to prepare and deliver or cause to be prepared and
8 delivered the statements as and when required above and such failure continues after thirty
9 (30) days notice thereof by Lessor to Lessee, Lessor may audit or cause an audit of all
10 books or account and other records relating to Lessee's operations conducted in, on or from
11 the Premises and may prepare the statement or statements which Lessee failed to prepare
12 and deliver. Lessee shall pay on demand all expenses of such audit and the preparation
13 of any such statements and all Additional Rent as may be shown by such audit to be due.

14 C. Lessee shall keep or cause to be kept during the initial term of this Lease,
15 all extensions hereof, and for four (4) years after the end of Lessee's fiscal (accounting)
16 year complete books of account and other records reflecting all business conducted in, on
17 or from the Premises, and said books and records shall not be maintained or consolidated
18 with other activities of Lessee or with any other entity. Said books of account and records
19 shall be kept and maintained in accordance with generally accepted accounting.

20 D. On giving prior notice to Lessee, Lessor shall have the right at any
21 reasonable time during the term, any extensions and for four (4) years after expiration or
22 sooner termination hereof to examine and audit said books of account and records, without
23 restriction, at Lessor's cost.

24 20. Encumbrances. Lessee shall take the Premises subject to any and all
25 existing easements, right of way, permits, encumbrances, and the like.

26 21. Reservations. Lessor reserves to itself the right to grant franchises,
27 easements, rights of way, permits and the like for pipeline purposes; the right to construct,
28 maintain, operate, replace and remove storm drains, poles, oil lines, gas lines, water lines,

1 sewer lines and related facilities which will not interfere with Lessee's use of the Premises;
2 and the right of ingress and egress for any purposes, provided that Lessor shall exercise
3 its reserved rights only on, over, and through those portions of the Premises not occupied
4 by any building or structure constructed by Lessee.

5 22. Default. The occurrence of any of the following acts shall constitute a
6 default by Lessee:

7 a. Failure to pay rent when due where such failure shall continue for a period
8 of ten (10) days after notice from Lessor;

9 b. Failure to perform any of the terms, covenants, or conditions of this Lease
10 if said failure is not cured within thirty (30) days after Lessor notifies Lessee of said failure.
11 If the default cannot reasonably be cured in thirty (30) days, Lessee shall not be in default
12 if Lessee begins to cure within the thirty-day period and diligently proceeds to cure to
13 completion. Lessor's notice shall describe the default and shall demand that Lessor
14 perform or quit the Premises. No such notice shall be deemed a forfeiture or termination
15 of the Lease unless Lessor so elects in the notice;

16 c. Any attempted assignment, transfer, or sublease except as stated in
17 Section 18 hereof.

18 d. Failure to maintain all necessary permits and business licenses required
19 by the City in its municipal or regulatory capacity or failure to pay any fees for permits or
20 licenses to the City when due.

21 e. Failure to report or pay to the City all applicable sales taxes, transient
22 occupancy taxes, utility taxes, or other excise taxes, when due.

23 Subject to the terms of this Section, if Lessee does not comply with each term,
24 covenant and condition of this Lease or if a default occurs, then Lessor may terminate this
25 Lease and Lessor may then enter the Premises and take possession thereof provided,
26 however, that these remedies are not exclusive but cumulative to other remedies provided
27 by law in the event of Lessee's default, and the exercise by Lessor of one or more rights
28 and remedies shall not preclude the Lessor's exercise of additional or different remedies

1 for the same or any other default by Lessee. Notwithstanding the foregoing, Lessor's rights
2 under this Section 22 shall be subject to Lessee's rights under Section 5, above.

3 23. Right of Entry. In the event of an emergency which poses an immediate
4 threat of harm or damage to persons or property, Lessor may enter the Premises and take
5 such actions as are required to protect persons or property from such immediate threat of
6 harm or damage, provided that promptly after such emergency entry into the Premises (and
7 in no event later than twenty-four [24] hours) Lessor gives telephonic and written notice to
8 Lessee of Lessor's entry into the Premises. In addition to Lessor's rights under the
9 immediately preceding sentence, Lessor shall have the right, upon forty-eight (48) hours
10 prior telephonic notification to Lessee (which notification shall specify the date and time at
11 which Lessor seeks to enter the Premises), to enter the Premises to determine whether or
12 not Lessee is complying with this Lease and to serve, post or keep posted any notice.
13 Except in the event of an emergency, Lessor agrees that it shall not enter the Premises
14 without a representative of Lessee being present, and Lessee agrees to make its
15 representative promptly and readily available to accompany Lessor on the date and at the
16 time given in Lessor's telephonic notice. If Lessee fails to make its representative available
17 on the date and at the time given in Lessor's telephonic notice or at a mutually agreeable
18 time, then Lessor may enter the Premises accompanied by a peace officer.

19 24. Signs. Lessee shall not place, affix, maintain, or permit any sign,
20 advertisement, name, insignia, logo, descriptive material, or similar item (collectively "sign")
21 on the Premises without the prior written approval of Lessor. Any sign so approved shall
22 be maintained by Lessee, at its cost, in good condition. Any sign not approved by Lessor
23 may be removed by Lessor at Lessee's cost. The cost of removal shall be Additional Rent.

24 25. Condemnation. If the whole of the Premises shall be taken by any public
25 or quasi-public authority under the power of eminent domain, then this Lease shall
26 terminate. If any part of the Premises shall be taken under the power of eminent domain,
27 then this Lease shall terminate as to the part taken, as of the day possession (of that part)
28 is required for any public purpose, and on or before that day Lessee shall elect in writing

1 either to terminate this Lease or to continue in possession of the remainder of the Premises
2 provided, however, that rent shall only be reduced in proportion to the amount of the
3 Premises taken if Lessee is unable to operate at the same level after the condemnation as
4 before the condemnation. All damages awarded for any taking shall belong to Lessor,
5 whether such damages be awarded as compensation for diminution in value to the
6 leasehold or to the fee provided, however, that Lessor shall not be entitled to any portion
7 of the award made for loss of Lessee's business.

8 26. Exculpation. Except as expressly provided herein, Lessor shall not be
9 liable to Lessee for any damage to Lessee or Lessee's property from any cause. To the
10 extent permitted by law, Lessee waives all claims against Lessor for damage or injury to
11 persons or property arising or alleged to have arisen from any cause whatsoever, except
12 Lessor's gross negligence or willful misconduct or Lessor's breach of its obligations
13 hereunder.

14 27. Waiver of Rights. The failure or delay of either party to insist on strict
15 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of any
16 right or remedy that such party may have and shall not be deemed a waiver of any
17 subsequent or other breach of any term, covenant, or condition herein. The receipt and
18 acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default
19 but shall only constitute a waiver of timely payment for the particular rent payment involved.
20 Any waiver by either party of any default or breach shall be in writing. Either party's consent
21 to or approval of any act by the other party requiring a party's consent or approval shall not
22 be deemed to waive such party's consent or approval of any subsequent act of the other
23 party.

24 28. Partial Invalidity. If any term, covenant, or condition of this Lease is held
25 by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of
26 the provisions hereof shall remain in full force and effect.

27 29. Successors in Interest. This Lease shall be binding on and inure to the
28 benefit of the parties and their successors, heirs, personal representatives, approved

1 transferees and assignees, and all of the parties hereto shall be jointly and severally liable
2 hereunder.

3 30. Right to Re-Enter. Lessor acknowledges that Lessee's use of the
4 Premises includes proprietary trade secrets. Lessor shall have no right whatsoever to enter
5 the Premises except as described in Section 23 without Lessee's written consent, which
6 Lessee shall not unreasonably withhold. Lessee shall peaceably deliver possession of the
7 Premises to Lessor on the effective date of termination or expiration of this Lease. On
8 giving notice of termination to Lessee, Lessor shall have the right to re-enter and take
9 possession of the Premises on the termination or expiration date without further notice of
10 any kind and without institution of summary or regular legal proceedings. Termination of
11 the Lease and re-entry of the Premises by Lessor shall in no way alter or diminish any
12 obligation of Lessee under the Lease and shall not constitute an acceptance or surrender.
13 Lessee waives any and all right of redemption under any existing or future law in the event
14 of eviction from the Premises and in the event Lessor re-enters and takes possession.
15 Lessee agrees that should the manner and method used by Lessor in re-entering or taking
16 possession after breach by Lessee give Lessee a cause of action for damages or in forcible
17 entry and detainer, the total amount of damages to which Lessee shall be entitled in any
18 such action shall be One Dollar (\$1.00). Lessee agrees that this Section may be filed in any
19 such action and that when filed it shall be a stipulation by Lessee fixing the total damages
20 to which Lessee is entitled in such action.

21 31. Holding Over. If Lessee holds over and remains in possession of the
22 Premises after the expiration of the Lease, such holding over shall be construed as a
23 tenancy from month to month on the same terms, covenants, and conditions herein, except
24 that Base Rent shall be one hundred twenty-five percent (125%) of the Base Rent then in
25 effect. Nothing in this Section shall be construed as a consent by Lessor to any holding
26 over by Lessee.

27 32. Time. Time is of the essence in this Lease and every provision hereof.

28 33. Attorney's Fees. In any action or proceeding relating to this Lease, the

1 prevailing party shall be entitled to its costs, including reasonable attorney's fees and court
2 costs.

3 34. Integration and Amendments. This Lease represents and constitutes the
4 entire understanding between the parties and supersedes all other agreements and
5 communication between the parties, oral or written, concerning the subject matter herein.
6 This Lease shall not be modified except in writing duly signed by the parties and referring
7 to this Lease.

8 35. Recordation. Upon request by Lessee and after Lessor receives the
9 original Quitclaim Deed showing recordation by the Los Angeles County Recorder of the
10 prior Memorandum of Lease recorded by Lessee on the Premises, Lessor shall execute
11 before a notary and deliver to Lessee for recording a "Memorandum of Lease" substantially
12 in the form of Exhibit "D" attached hereto and by this reference incorporated herein (the
13 "Memorandum"). Lessee may record the Memorandum and shall pay any fees or taxes
14 applicable to or arising from said recordation. Upon expiration or sooner termination of this
15 Lease, Lessee shall, at its sole cost, immediately record a Quitclaim Deed with respect to
16 its interest under this Lease.

17 36. Governing Law. This Lease shall be governed by and construed in
18 accordance with the laws of the State of California, except those principles relating to
19 conflicts of laws.

20 37. Captions. The various headings and numbers herein and the grouping
21 of the terms hereof into separate sections, paragraphs and clauses are for convenience
22 only and shall not be considered a part hereof, and shall have no effect on the construction
23 or interpretation of this Lease.

24 38. Abandoned Property. The vacating or abandonment of the Premises by
25 Lessee shall include but not be limited to the failure of Lessee to occupy the Premises for
26 a continuous period of forty-five (45) days or more while not paying rent. If Lessee
27 abandons the Premises, title to any personal property belonging to Lessee and left on the
28 Premises forty-five (45) days after such abandonment shall be deemed to have been

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

1 transferred to Lessor. Lessor shall thereafter have the right to remove and to dispose of
2 said property without liability to Lessee or to any person claiming under Lessee, and shall
3 have no duty to account therefor.

4 39. Compliance with Law. Lessee, at its sole cost shall comply with all laws,
5 ordinances, rules and regulations of all federal, state and local governmental authorities
6 having jurisdiction over the Premises and business thereon.

7 40. Quiet Enjoyment. Lessor covenants that, if Lessee performs the terms,
8 covenants and conditions of this Lease, Lessee shall peaceably and quietly hold and enjoy
9 the Premises.

10 41. Lessor's Representation of Authority. Lessor represents that it has title
11 to the Premises and full authority to execute this Lease and to grant access to the
12 Premises. Lessor further represents that there are no undisclosed liens, judgments or
13 impediments of title on the Premises that would affect this Lease.

14 42. Non-Interference Provision. Lessor agrees that Lessor will not lease
15 space on Lessor's property for a commercial antenna structure within one hundred (100)
16 yards of the Premises without Lessee's prior written consent, which consent shall not be
17 unreasonably withheld or delayed. If Lessee withholds its consent to Lessor's request to
18 construct or allow construction of additional private antenna structure(s) under this Section,
19 Lessee shall (concurrently with the notice withholding such consent) give Lessor notice
20 describing in reasonable detail the reasons for the withholding of such consent and Lessee
21 shall use its reasonable efforts to cooperate with Lessor to identify alternative sites upon
22 which such antenna structures can be operated without causing interference with Lessee's
23 operation of its communications facility.

24 43. Miscellaneous. A. All rights and remedies of Lessor hereunder shall be
25 cumulative and the exercise of one shall not exclude any other.

26 B. Each provision of this Lease shall be deemed both a covenant and a
27 condition.

28 C. The headings and numbers in this Lease and the grouping of this Lease

1 into separate sections, paragraphs and clauses are for convenience only and shall not be
2 considered a part of this Lease and shall have no effect on the interpretation of this Lease.

3 D. This Lease is created as a joint effort between the parties and fully
4 negotiated as to its terms and conditions and shall not be construed against either party as
5 the drafter. The relationship of the parties is that of Lessor and Lessee, and the parties
6 agree that nothing contained in this Lease shall be deemed or construed as creating a
7 partnership, joint venture, principal-agent, association, or employer-employee relationship
8 between them or between Lessor and any third person or entity.

9 E. This Lease is created for the benefit of the parties only and is not intended
10 to benefit any third person or entity.

11 44. Brokers. The parties represent that neither has had contacts or dealings
12 regarding this Lease through a broker or agent or any other person who can claim a right
13 to a commission or fee.

14 45. Remedies. Upon the occurrence of any default, in addition to any other
15 rights or remedies of Lessor hereunder, by law or in equity, Lessor shall have the following
16 rights and remedies:

17 (a) Lessor may terminate this Lease by giving to Lessee notice of termination,
18 and Lessee shall immediately surrender possession of the Premises, leaving them in good
19 repair and condition subject to reasonable wear and tear. Termination hereunder shall not
20 relieve Lessee from the payment of any sum due Lessor or any claim for damages. Lessor
21 shall be entitled to recover from Lessee all damages incurred by Lessee including but not
22 limited to the cost of recovering possession, expenses of reletting including renovation and
23 alteration, reasonable attorney's fees, real estate commissions paid, and (1) the worth at
24 the time of award of the unpaid rent which had been earned at the time of termination; (2)
25 the worth at the time of award of the amount by which the unpaid rent which would have
26 been earned after termination until the time of award exceeds the amount of such rent loss
27 that the Lessee proves could have been reasonably avoided; (3) the worth at the time of
28 award of the amount by which the unpaid rent for the balance of the Lease term after the

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1 time of award exceeds the amount of such rent loss that the Lessee proves could be
2 reasonably avoided. The "worth at the time of award" in subparagraph (3) is computed by
3 discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco
4 at the time of award plus one percent (1%). The "worth at the time of award" in
5 subparagraphs (1) and (2) above is computed by allowing interest at the maximum rate
6 allowed by law.

7 (b) Without terminating this Lease, Lessor may re-enter and relet the Premises
8 or any part thereof for the account and in the name of Lessee or otherwise. Any reletting
9 may be for the remainder of the term or for a longer or shorter period. Lessor may execute
10 leases under this provision either in its name or in Lessee's name, and shall be entitled to
11 the rent from the Premises. Lessee hereby appoints Lessor its attorney-in-fact for the
12 purpose of such reletting. Lessee shall nevertheless pay to Lessor when due all sums
13 required hereunder, plus Lessor's expenses, including but not limited to remodeling,
14 commissions, and advertising, less the sum received by Lessor from any reletting. No act
15 by Lessor under this provision shall constitute termination of this Lease unless and until
16 Lessor gives to Lessee notice of termination.

17 (c) Lessor shall have the right to have a receiver appointed to collect rent and
18 to conduct Lessee's business hereunder. Neither the filing of a petition for the appointment
19 of a receiver nor the appointment itself shall constitute an election by Lessor to terminate
20 this Lease.

21 (d) These remedies are not exclusive but cumulative to other remedies
22 provided by law in the event of Lessee's default, and the exercise by Lessor of one or more
23 rights and remedies shall not preclude the Lessor's exercise of additional or different
24 remedies for the same or any other default by Lessee.

25 IN WITNESS WHEREOF, the parties have executed this Lease with all

26 ///

27 ///

28 ///

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

1 formalities required by law as of the date first above written.

2 BOARD OF WATER COMMISSIONER OF THE CITY
3 OF LONG BEACH

4 April 17, 2003

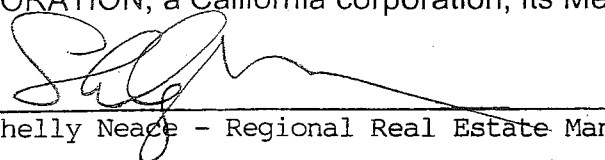
By 
General Manager

"Lessor"

6 AB CELLULAR LA, LLC, a Delaware limited liability
7 company doing business as AT&T WIRLELESS

8 By: LIN CELLULAR COMMUNICATION
9 CORPORATION, a California corporation, Its Member

10 _____, 2003

By: 
Shelly Neace - Regional Real Estate Manager

11 _____, 2003

By: _____

"Lessee"

14 The Lease is approved as to form on 4/11, 2003.

15 ROBERT E. SHANNON, City Attorney

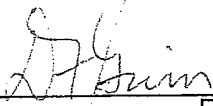
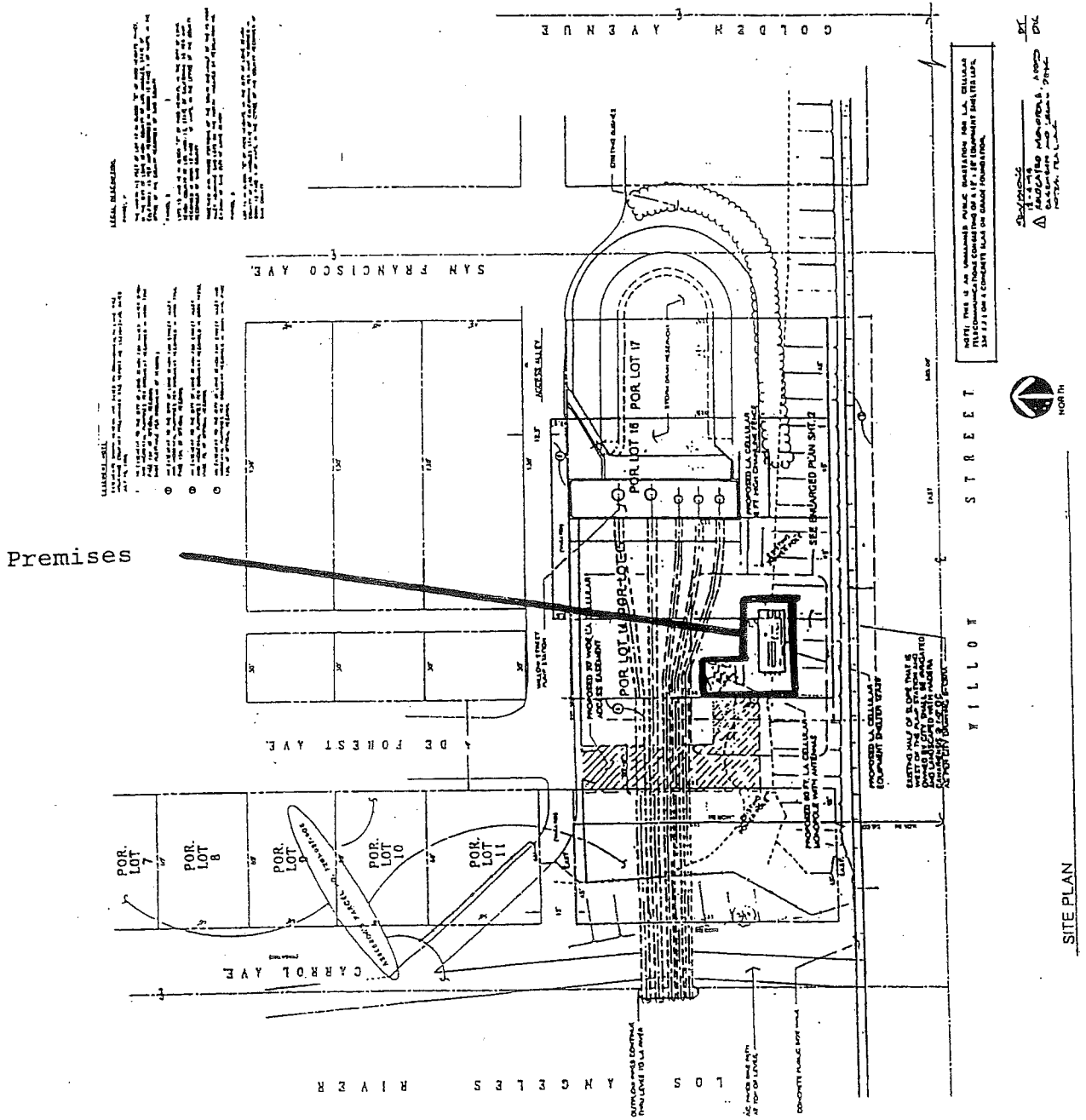
16 By 
17 Deputy

EXHIBIT A



Premises

DATE: 8/16/95



CELL SITE #522.2
 STORM DRAIN PUMP STATION
 N.E. COR. WILLOW ST. & L.A. RIVER
 LONG BEACH, CA 90806

LANDLORD
 TENANT



C.R. CARNEY
 Architects, Inc.

REV. 1 DATE 2/29/96

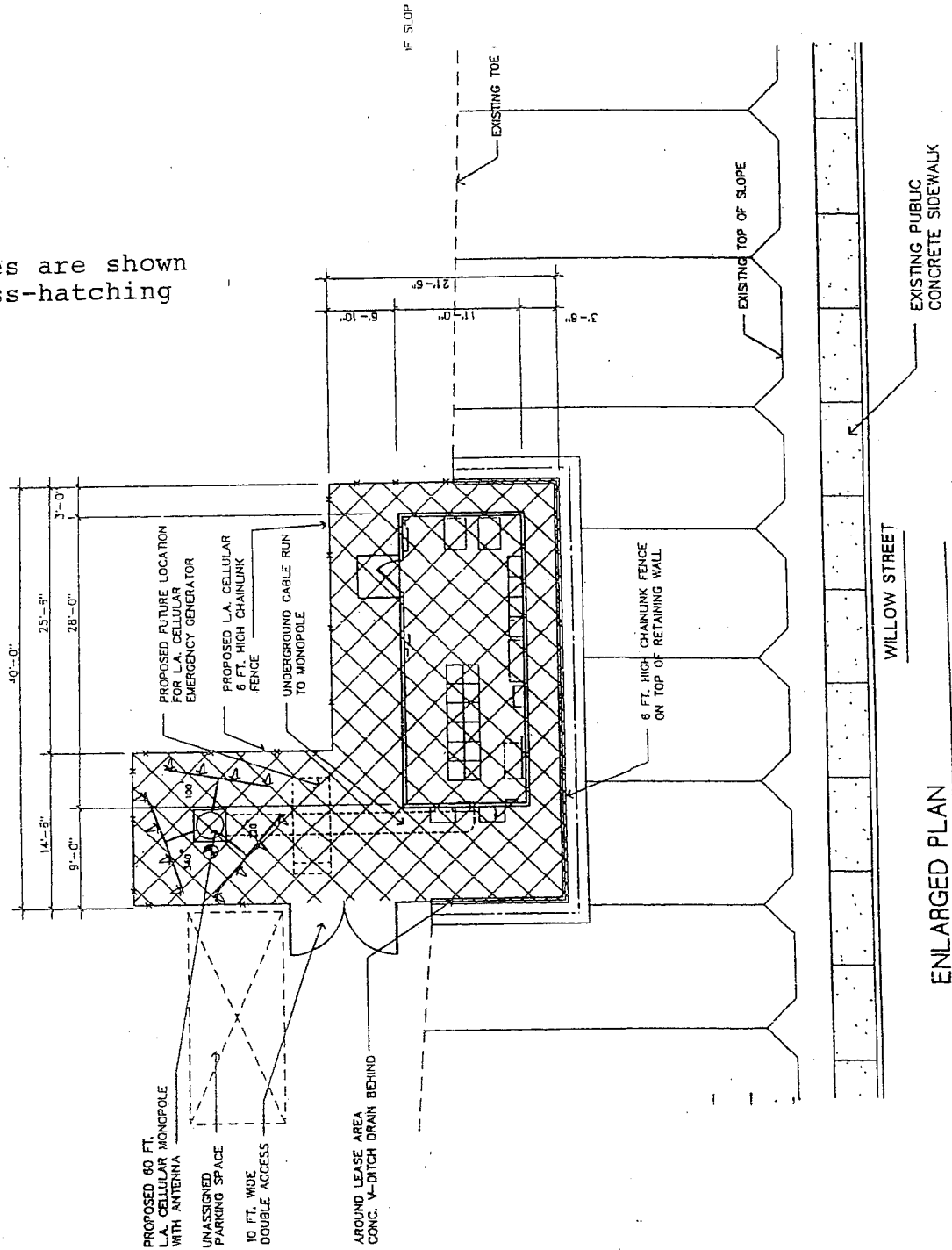
DESCRIPTION
 PER L.A. CELLULAR (REVISED PROJECT
 DATA, MONOPOLE LOCATION AND
 FASFMENTS)

BY D.K.

SITE PLAN

EXHIBIT A

Premises are shown by cross-hatching



ENLARGED PLAN

L.A. CELLULAR LEASE SPACE: APX. 1,106 +/- S.F.

LATITUDE: 33° 48' 17" W
LONGITUDE: 118° 12' 13" W



DATE: 8/16/95



CELL SITE #522.2
STORM DRAIN PUMP STATION
N.E. COR. WILLOW ST. & L.A. RIVER
LONG BEACH, CA 90806

INITIALS

LANDLORD

TENANT



C.R. CARNEY
Architects, Inc.

REV. 1 DATE 2/29/96

DESCRIPTION
PER L.A. CELLULAR (REVISED PROJECT
DATA, MONOPOLE LOCATION AND
EASEMENTS)

BY D.K.

EXHIBIT "A-1"

Parcel 2:

Lots 15 and 16 in Block "G" of Pico Heights, in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 12 Page 4 of Maps, in the office of the County Recorder of said County.

Together with those portions of the South one-half of the 15 foot alley adjoining said lots on the North, vacated by Resolution No. C-3484 of said City of Long Beach.

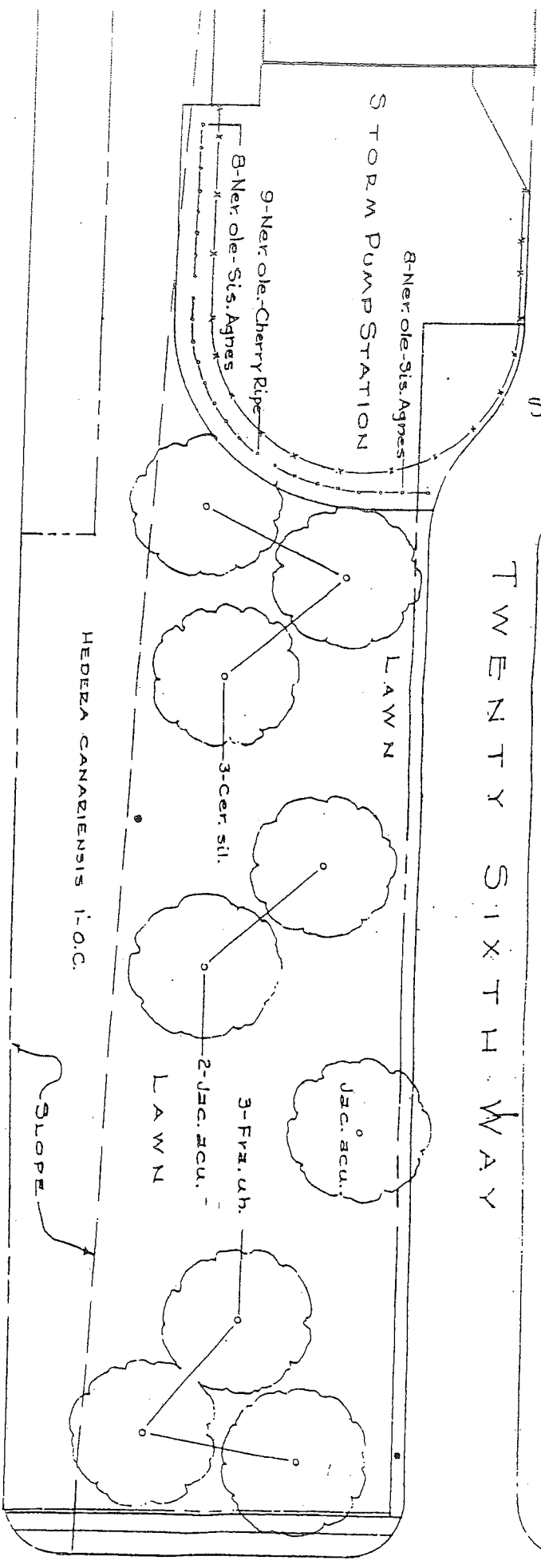
Parcel 3:

Lot 14 in Block "G" of Pico Heights, in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 12 Page 4 of Maps, in the office of the County Recorder of said County.

[The Premises occupy only a portion of these Parcels and Lots.]

SAN FRANCISCO AVENUE

TWENTY SIXTH WAY



W I L L O W S T R E E T

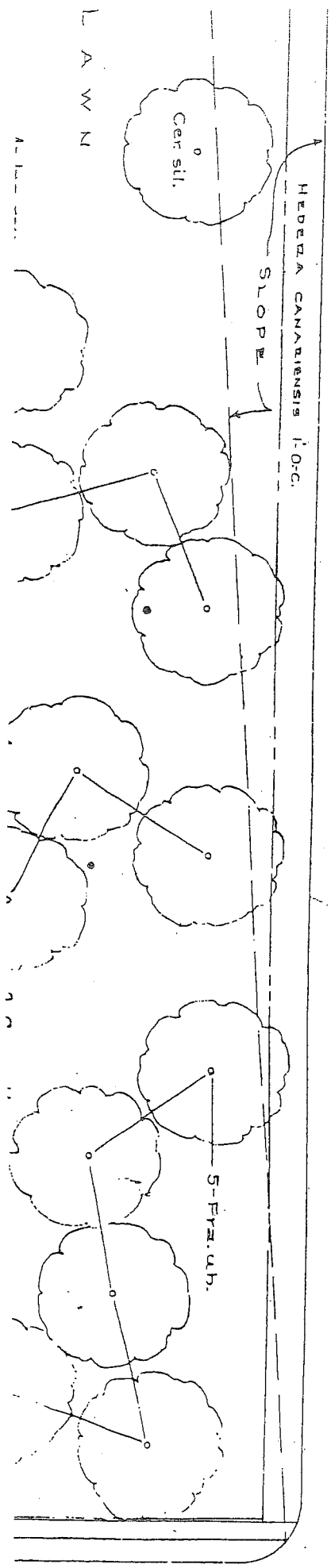


EXHIBIT "C"

LIST OF ENTITIES TO WHOM LESSEE IS SUBLEASING:

NONE

EXHIBIT "D"

Prepared by:

Return to:

AT&T Wireless
Attn.: Lease Administration
Re: AWS Cell Site #: C522; Cell Site Name: 710 Fwy. / Willow
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Cell Site No.: C522

State: California
County: Los Angeles

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 200__, by and between the Board of Water Commissioners of the City of Long Beach, a municipal corporation, having a mailing address of 1800 E. Wardlow Rd., Long Beach, CA 90807 (hereinafter referred to as "Landlord") and AB Cellular LA, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, with an office at 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Lease ("Lease") on the ____ day of _____, 2003 for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Lease.
2. The term of the Lease is for an Initial Term of five (5) years commencing on October 1, 2001 and ending on September 30, 2006, with two (2) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** annexed hereto.
4. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

"LANDLORD"

Board of Water Commissioners of the
City of Long Beach

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

AB Cellular LA, LLC, a Delaware
limited liability company, d/b/a
AT&T Wireless

By: LIN Cellular Communications
Corporation, a California
corporation, its Member

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 200__, before me personally appeared _____, and acknowledged under oath that he is the _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 200__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 200__, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

(a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;

(b) the proper corporate seal of said corporate general partner was affixed; and

(c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY - that on _____, 200__, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 4

to the Lease dated March 7, 2003, by and between Board of Water Commissioners of the City of Long Beach, a municipal corporation, having a mailing address of 1800 E. Wardlow Rd., Long Beach, CA 90807 (hereinafter referred to as "Landlord") and AB Cellular LA, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, with an office at 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (hereinafter referred to as "Tenant").

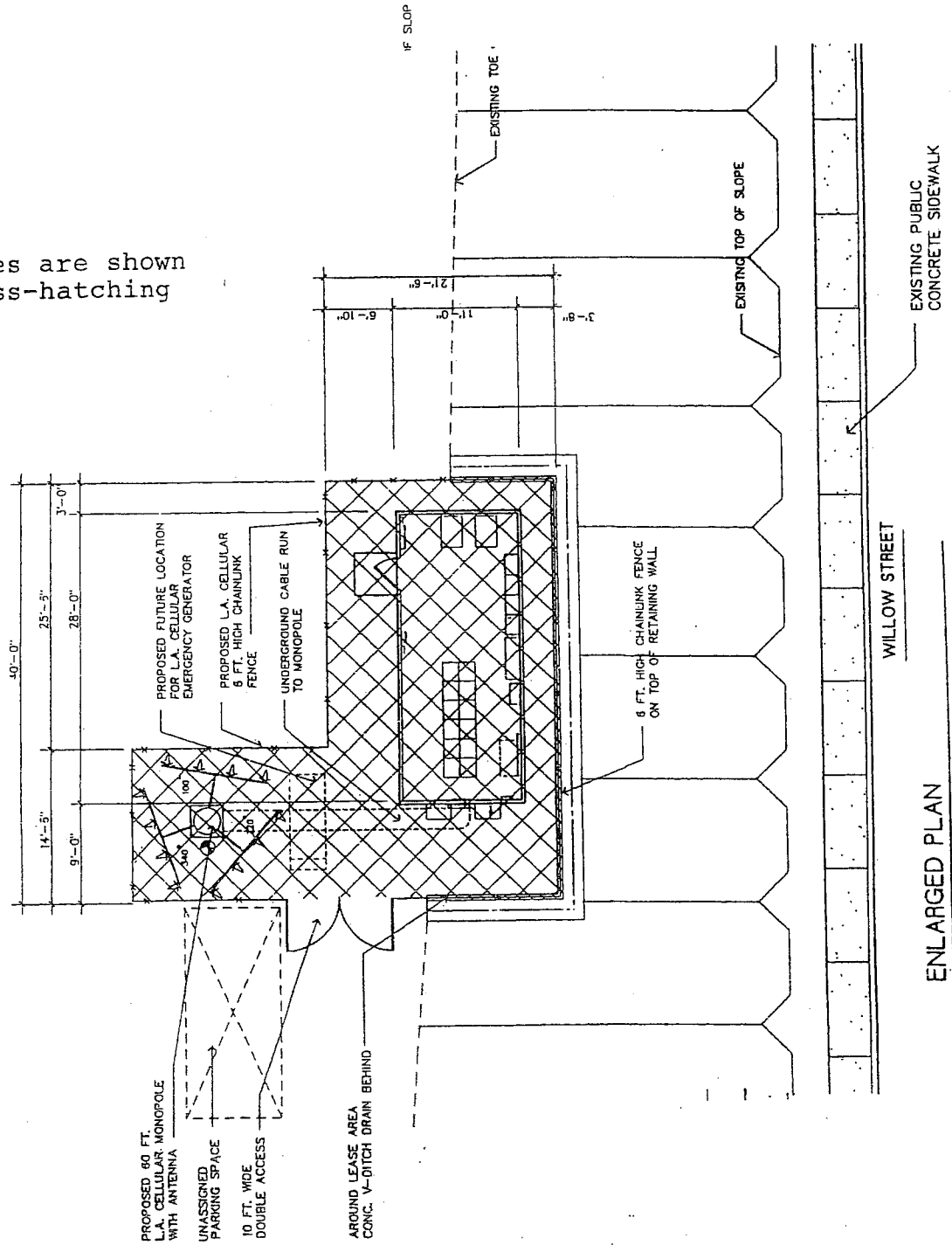
The Premises are described and/or depicted on the following pages:

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

EXHIBIT A

Premises are shown by cross-hatching



ENLARGED PLAN
L.A. CELLULAR LEASE SPACE: APX. 1,106 +/- S.F.
LATITUDE: 33° 48' 17" W
LONGITUDE: 118° 12' 13" W

DATE: 8/16/95



CELL SITE #522.2
STORM DRAIN PUMP STATION
N.E. COR. WILLOW ST. & L.A. RIVER
LONG BEACH, CA 90806

LANDLORD _____
TENANT _____



C.R. CARNEY
Architects, Inc.

REV.	DATE	DESCRIPTION	BY
1	2/29/96	PER L.A. CELLULAR (REVISED PROJECT DATA, MONOPOLE LOCATION AND FASMFMENTS)	D.K.

EXHIBIT "A-1"

Parcel 2:

Lots 15 and 16 in Block "G" of Pico Heights, in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 12 Page 4 of Maps, in the office of the County Recorder of said County.

Together with those portions of the South one-half of the 15 foot alley adjoining said lots on the North, vacated by Resolution No. C-3484 of said City of Long Beach.

Parcel 3:

Lot 14 in Block "G" of Pico Heights, in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 12 Page 4 of Maps, in the office of the County Recorder of said County.

[The Premises occupy only a portion of these Parcels and Lots.]

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 (1) separate, consecutive period of five (5) years by giving to Lessor, at least ninety (90)
2 days prior to the expiration of the term, notice that Lessee is exercising its option to
3 extend. Lessor may cancel the exercise of Lessee's option (even after Lessee has
4 exercised its option) if Lessee defaults and fails to cure such default prior to the
5 commencement of an extended term."

6 2. Except as amended herein, the terms and conditions of Lease No.
7 WDL-110 are ratified and confirmed and shall remain unchanged and in full force and
8 effect.

9 IN WITNESS WHEREOF, the parties have caused this document to be duly
10 executed with all formalities required by law as of the date first stated above.

11
12 NEW CINGULAR WIRELESS PCS, LLC, a
13 Delaware limited liability company, successor in
14 interest to AB CELLULAR LA, LLC, a Delaware
15 limited liability company, doing business as
16 AT&T WIRELESS

15 July 12, 2007

15 By Emily Vaughan
16 President Site Development Manager

16 Emily Vaughan
17 (Type or Print Name)

17 _____, 2007

17 By _____
18 Secretary

18 _____
19 (Type or Print Name)

19 "Lessee"

20 BOARD OF WATER COMMISSIONERS OF
21 THE CITY OF LONG BEACH

22 August 1, 2007

22 By Kevin L. Wato
23 General Manager

23 "Board"

24 This First Amendment to Lease No. WDL-110 is approved as to form on
25 July 23, 2007.

26 ROBERT E. SHANNON, City Attorney

27 By Charles Parker
28 Principal Deputy