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1 COMMUNICATIONS SITE LEASE

2 **29538**

3 **THIS COMMUNICATIONS SITE LEASE ("Lease")** is made and entered into as  
4 of FEBRUARY 16, 2006, for reference purposes only, by and between the **CITY OF**  
5 **LONG BEACH**, a municipal corporation ("**City**"), pursuant to minute order adopted by  
6 the City Council of the City of Long Beach at its meeting of February 14, 2006, and  
7 **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company  
8 ("**Lessee**").

9 **1. RECITALS:** This Lease is made with reference to the following facts and  
10 objectives:

11 1.1 The real property described in Exhibits "A-1", "A-2" and "A-3"  
12 attached hereto and incorporated herein by this reference ("Premises") is owned by the  
13 City of Long Beach.

14 1.2 The City has received proposals from various providers of wireless  
15 communication carriers for the installation and management of a cellular tower on the  
16 Premises, capable of accommodating multiple providers of wireless communications  
17 services ("Wireless Communications Services").

18 1.3 Lessee's proposal for the construction and operation of a  
19 communications facility and related equipment and structures ("Tower Facility") was  
20 approved for implementation and City is willing to permit Lessee to construct the Tower  
21 Facility on the terms, covenants and conditions set forth in this Lease. The Tower  
22 Facility shall consist of twelve (12) flat panel-type antennas, each 6 feet tall, 15 inches  
23 wide and 6.5 inches deep, nine (9) BTS cabinets for radios and batteries, and a  
24 fiberglass like screen to shield the cabinets from public view. All cabinets will be  
25 mounted on a support platform to eliminate any potential stress to the Premises and will  
26 have a twenty (29) foot setback from the closest roof line to minimize aesthetic sight  
27 line issues.

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1           **2.     PROPERTY AND ACCESS:**

2                   2.1 City leases to Lessee and Lessee accepts a lease of the Premises  
3 consisting of approximately 400 square feet of land as shown on Exhibit "A-2".

4                   2.2 Lessee shall have the right (but not the obligation) at any time  
5 following the full execution of this Lease and prior to the Commencement Date to enter  
6 City's property for the purpose of making inspections and engineering surveys and  
7 other tests to determine the suitability of the Premises for construction and  
8 development of the Tower Facility and to prepare for the construction and development  
9 of Tower Facility. Lessee's rights of access and to install utilities under this paragraph  
10 2.2 include, but are not limited to, the right to install, maintain and service telephone  
11 lines connecting the base station of Tower Facility and the minimum point of entry  
12 (MPOE) or other point of presence of the telephone service provider at City's property.

13           **3.     TERM:** This Lease shall be for a term ("Initial Term") of five (5) years  
14 commencing on March 1, 2006 ("Commencement Date"). Lessee may extend the term  
15 of this Lease for three additional periods of five (5) years each (individually a "Renewal  
16 Term") by giving written notice to City not less than ninety (90) days prior to the  
17 expiration of the Initial Term or a Renewal Term. Notwithstanding the foregoing, either  
18 party may terminate this Lease at any time during a Renewal Term on one hundred  
19 eighty (180) days written notice to the other party. In the event Lessee terminates this  
20 Lease other than as a result of a default by City, then the entire unpaid rent for the  
21 balance of the Initial Term or a Renewal Term, as the case may be, shall be  
22 immediately due and payable to City.

23           **4.     USE OF PREMISES:**

24                   4.1 Lessee is authorized to use the Premises for construction and  
25 development of the Tower Facility that will provide antennae locations for the  
26 transmission and reception of communications signals and the installation, construction,  
27 maintenance, operation, repair, replacement and upgrade of equipment, fixtures,  
28 cables, and accessories which may include support structures, associated antennas,

1 shelters, cabinets and fencing, related to such use and required for the secure use of  
2 the Premises. The Premises shall not be used for any other purpose without the prior  
3 consent in writing of the Director of Parks, Recreation and Marine ("Director").

4 4.1.1 Lessee shall not do, bring or keep anything in or about the  
5 Premises that will cause a cancellation of or increase the rate of any insurance  
6 covering the Premises.

7 4.1.2 Lessee shall not use the Premises in any manner that will  
8 constitute waste or nuisance.

9 4.1.3 The limitation on use set forth in subparagraphs 4.1.1 and  
10 4.1.2 shall not prevent Lessee from bringing, keeping or using, on or about the  
11 Premises such materials, supplies, equipment and machinery as are necessary or  
12 customary in the operation of the permitted uses; provided however Lessee, in handling  
13 hazardous substances or wastes, shall fully comply with all laws, rules, regulations and  
14 orders of governmental agencies having jurisdiction.

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

1                   4.3     If City receives a request to locate any communications transmitting  
2 equipment on the Premises from any third party (a "Carrier"), City shall include in the  
3 lease, license or other agreement with the Carrier a provision prohibiting the Carrier  
4 from interfering with the communications operations of the Tower Facility.

5                   4.3.1   In the event a Carrier's use of the Premises or any other City  
6 property necessitates antenna tower space similar to the Tower Facility, Lessee shall  
7 and hereby agrees to sublease a portion of the Premises, including space on the Tower  
8 Facility to not less than two (2) such Carriers on terms and conditions which shall be  
9 subject to review by City and a determination that the terms and conditions of such  
10 sublease are consistent with the terms and conditions of this Lease. Without limiting  
11 the generality of the foregoing, any such agreement shall require that the Carrier  
12 procure and maintain insurance of the types and in the amounts, and indemnify City, as  
13 required of Lessee hereunder. The rent and other financial requirements of any such  
14 sublease shall not be subject to the review or approval by City.

15                  4.3.2   Construction of any improvements not already constructed  
16 by Lessee shall be completed only in accordance with the provisions of paragraph 6 of  
17 this Lease including, without limitation, the requirement that the plans and specifications  
18 therefore be approved in writing by the Director of Planning and Building and shall be  
19 subject to such conditions and limitations as maybe set forth in the development permit  
20 issued by the City ("Development Permit").

21                  **5.     RENTAL:**

22                  5.1     Subject to the provisions of subparagraph 5.4, Lessee shall pay to  
23 City, as rental for the use of the Premises, without deduction, setoff, prior notice or  
24 demand, the sum of Twenty Four Thousand (\$24,000.00) Dollars per year ("Annual  
25 Rent"). Annual Rent shall be payable in advance on the first day of each anniversary of  
26 the Commencement Date, provided that Annual Rent for the first year of the Initial Term  
27 shall be due and payable upon execution of this Lease. In addition, and in the event  
28 Lessee subleases a portion of the Premises, including space on the Tower Facility,

1 Lessee shall pay to City sixty percent (60%) of monthly gross rental revenue related to  
2 non-cellular and non-PCS carriers as additional rent ("Additional Rent" and, together  
3 with Annual Rent, the "Rent") for each such sublease. Additional Rent shall be due  
4 and payable at the time and in the manner as payments are received by Lessee under  
5 each such sublease.

6           5.2 Lessee shall keep true and accurate records and shall require its  
7 subtenants to keep true and accurate records of all gross rental revenue. On or before  
8 the sixtieth (60th) day following the end of each Lease year, Lessee shall, without  
9 notice or demand from City, deliver to City a statement certified by the President of  
10 Lessee showing the gross rental revenue from cellular and PCS and non-cellular and  
11 non-PCS carriers which co-locate on the Tower Facility for the period covered by such  
12 statement.

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

23           5.4 Rent shall be adjusted as of the first day of the second lease year  
24 and each lease year thereafter during the term ("adjustment date"). The phrase "lease  
25 year" shall mean that twelve (12) consecutive calendar month period commencing on  
26 the Commencement Date. Said adjustment shall be made by comparing the Consumer  
27 Price Index for All Urban Consumers (base year 1982-84=100) for Los  
28 Angeles-Riverside-Orange County, California, published by the United States

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1 Department of Labor, Bureau of Labor Statistics ("Index"), which is published for the  
2 month three months prior to adjustment date ("Current Index"), with the Index published  
3 for the month three months prior to the Effective Date ("Beginning Index"). If the  
4 Current Index has increased over the Beginning Index, Rent for the then-current lease  
5 year shall be set by multiplying the Rent set forth above by a fraction, the numerator of  
6 which is the Current Index and the denominator of which is the Beginning Index;  
7 provided, in no event shall the adjusted Rent be less than the Rent paid by Lessee  
8 during the lease year immediately preceding such adjustment; provided, further that in  
9 no event will Rent be adjusted by less than three percent (3%) nor more than eight  
10 percent (8%) from lease year to lease year. If the Index is discontinued or revised  
11 during the term, such other government Index or computation shall be used in order to  
12 obtain substantially the same result as if the Index had not been discontinued. On  
13 adjustment of the Rent as provided herein, the parties shall immediately execute a  
14 writing setting forth the adjusted Rent and when said writing is executed by the Director,  
15 it shall constitute a legally binding agreement of the parties without further municipal,  
16 corporate or other action.

17           5.5 All delinquent installments of rental and other payments due the  
18 City shall bear interest at the maximum rate allowed by law. Rental payments are  
19 delinquent if remaining unpaid on the tenth calendar day of the month for which due.  
20 With the exception of rental payments, all invoices issued by City are due and payable  
21 upon presentation, and any such invoice remaining unpaid the thirtieth day after the  
22 date of issue shall be considered delinquent.

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

24           6.1 Lessee shall not construct or make any improvements or  
25 alterations to the Premises without City's prior consent. Lessee shall obtain all permits  
26 required for the construction of the Tower Facility and any other improvements on the  
27 Premises and for the conduct of its operations thereon. Lessee shall comply with  
28 applicable provisions of the Americans with Disabilities Act (42 U.S.C.A. § 12101, et

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1 seq.) ("Act") and regulations promulgated pursuant thereto in Lessee's use of the  
2 Premises and operations conducted thereon. Additionally, as between Lessee and City,  
3 Lessee shall be solely responsible for assuring that the Premises are in compliance  
4 with applicable provisions of said Act and related regulations and shall hold City  
5 harmless from and against any claims of failure of the Premises to comply with the Act  
6 and/or related regulations. Any improvement or alteration shall be constructed, erected  
7 and installed by Lessee in accordance with plans and specifications approved in writing  
8 by the Director of Planning and Building or his designee and shall be subject to such  
9 conditions and limitations as may be set forth in the permit issued by the City  
10 authorizing the work contemplated by this Lease.

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

1 discharged.

2           6.3     The final plans and specifications for the Tower Facility ("Plans"),  
3 which shall be constructed so as to accommodate two additional Carriers (defined  
4 below), and precise location of the Tower Facility shall be subject to the prior written  
5 approval of City, which may be given by initialing and returning to Lessee a copy of the  
6 Plans. The Tower Facility shall be installed only in accordance with the Plans. The City  
7 shall furnish information concerning underground utilities.

8           6.4     Lessee shall, at its sole cost and expense, construct improvements  
9 to fully secure the Tower Facility to the reasonable satisfaction of City.

10          6.5     Lessee shall have the right to do all work necessary to prepare,  
11 add, maintain and alter the Premises for construction and development of the Tower  
12 Facility and to install utility lines and transmission lines connecting antennas,  
13 transmitters, receivers and other equipment. All of Lessee's construction and  
14 installation work shall be performed at Lessee's sole cost and expense by licensed and  
15 bondable contractors in a good and workmanlike manner.

16          6.6     City shall provide reasonable access to the Premises to Lessee's  
17 employees, agents, contractors and subcontractors at no charge to Lessee and shall  
18 provide Lessee with the telephone number of maintenance staff assigned by the  
19 Manager of the Maintenance Operations Bureau to respond to emergency situations at  
20 the Premises. City hereby grants to Lessee such rights of ingress and egress over  
21 City's property as may be necessary and consistent with the authorized use of the  
22 Premises.

23          6.7     Lessee shall have the right to install utilities, at Lessee's expense,  
24 and to improve the present utilities on or near the Premises (including emergency or  
25 back-up battery or transportable generator power). Subject to City's approval of the  
26 location, Lessee shall have the right to place utilities on (or to bring utilities across)  
27 City's property in order to service the Premises and the Tower Facility.

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1           **7.     INTERFERENCE WITH COMMUNICATIONS:**

2           7.1     The Tower Facility shall not disturb or interfere with the  
3 communications equipment and uses which exist on other property owned by City and  
4 of the Effective Date ("Pre-existing Communications Facilities") and shall comply with all  
5 non-interference rules of the Federal Communications Commission ("FCC"). If  
6 requested by City, Lessee shall conduct a RFI study to determine the probability of  
7 interference with Pre-Existing Communications Facilities and the interference mitigation  
8 risks which must be implemented to prevent harmful interference. For purposes of this  
9 paragraph 7.1, the term "harmful interference" shall mean any emission, radiation or  
10 induction which materially and repeatedly obstructs or interrupts the service provided by  
11 a Pre-Existing Communications Facility or degrades its service. The foregoing to the  
12 contrary notwithstanding, Lessee shall not be obligated to conduct a RFI study prior to  
13 providing (i) cellular and PCS services, (ii) wireless broadband data services such as  
14 Wi-Fi, Wi-Max, Flash-OFDM, (iii) microwave backhaul services, and (iv) satellite radio  
15 services.

16           7.2     City shall not use or permit the use of any portion of the Premises  
17 in a way which interferes unreasonably with the communications operations on the  
18 Tower Facility. City shall take prompt action to terminate any interference with Lessee's  
19 communications operations that City has the right to terminate, and shall cooperate with  
20 Lessee to obtain the termination of any interference with Lessee's communications  
21 operations that is beyond the control of City. The parties acknowledge that continuing  
22 interference will cause irreparable injury to Lessee, and therefore Lessee shall have the  
23 right to bring an action against the interfering party to enjoin such interference.  
24 Pre-existing Communications Facilities configured and operating in the same manner  
25 and at the same frequency as of the Date shall not be subject to this paragraph 7.2.

26           **8.     MAINTENANCE AND REPAIR:**

27           8.1     Lessee, at its cost, shall keep and maintain the Premises, including  
28 without limitation The Tower Facility and all buildings, structures, and other

1 improvements in good and substantial repair and condition and shall perform all  
2 necessary maintenance.

3           8.2     Should Lessee fail to make any repairs or perform required  
4 maintenance within thirty (30) days after receipt of notice from City to do so, City may,  
5 but shall not be obligated to, make such repairs or perform such maintenance. Lessee  
6 agrees to reimburse City for the cost thereof within thirty (30) days after receipt of City's  
7 invoice therefor. City's cost shall include, but not be limited to, the cost of maintenance  
8 or repair or replacement of property neglected, damaged or destroyed, including direct  
9 and allocated costs for labor, materials, supervision, supplies, tools, taxes,  
10 transportation, administrative and general expense and other indirect or overhead  
11 expenses. In the event Lessee shall commence to prosecute and diligently make such  
12 repairs or shall begin to perform the required maintenance within the initial thirty (30)  
13 day period, City shall refrain from making such repairs or performing required  
14 maintenance and from making demand for such payment. The making of any repair or  
15 the performance or maintenance by City, which repair or maintenance is the  
16 responsibility of Lessee, shall in no event be construed as a waiver of Lessee's duty or  
17 obligation to make future repairs or perform required maintenance as provided in this  
18 Lease.

19           8.3     Lessee, at its cost, further agrees to keep and maintain all of the  
20 Premises in a safe, clean, wholesome and sanitary condition under all applicable  
21 federal, state, local and other laws, rules, regulations and orders. No offensive refuse,  
22 matter, nor any substance constituting any unnecessary, unreasonable or unlawful fire  
23 hazard, nor material detrimental to the public health shall be permitted to be or remain  
24 on the Premises and Lessee shall prevent such material or matter from being or  
25 accumulating upon the Premises.

26           8.4     All fire protection sprinkler systems, standpipe systems, fire alarm  
27 systems, portable fire extinguishers and other fire-protective or extinguishing systems or  
28 appliances which may be installed on the Premises shall be maintained by Lessee, at

1 its cost, in an operative condition at all times. All repairs and servicing shall be made in  
2 accordance with the provisions of the Long Beach Municipal Code, Chapter 18.48 and  
3 all revisions thereto.

4 8.5 Lessee shall promptly notify the Director of the release of any  
5 contamination or hazardous materials onto the Premises. Lessee, at its cost, shall  
6 promptly remove and/or treat and dispose of all such contamination or hazardous  
7 materials in accordance with regulations and orders of governmental agencies having  
8 jurisdiction and restore the Premises to the condition they were in prior to the release of  
9 the contamination or hazardous materials. Lessee shall furnish the Director with copies  
10 of all waste manifests. Notwithstanding the foregoing, Lessee shall not be responsible  
11 for the cost of such remediation if Lessee can establish to the reasonable satisfaction of  
12 City that remediation either (i) is required as a result of contamination or hazardous  
13 materials existing on, in or under the Premises prior to the Effective Date, or (ii) is not  
14 as a result of the use of contaminated or hazardous materials on the Premises by  
15 Lessee, its agents, consultants, contractors or employees.

16 8.6 Lessee shall provide personnel to accompany City's  
17 representatives on periodic inspections of the Premises to determine Lessee's  
18 compliance with the provisions of this Lease.

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

22 **10. TAXES:** Except where contested in good faith in a court of appropriate  
23 jurisdiction, Lessee shall pay, prior to delinquency, all lawful taxes, assessments and  
24 other governmental or district charges that may be levied upon its property and  
25 improvements of any kind located on the Premises and upon the interest granted under  
26 this Lease. Lessee recognizes and understands that this Lease may create a  
27 possessory interest subject to property taxation and that Lessee may be subject to the  
28 payment of property taxes and assessments levied on such interest. Payment of any

1 such possessory interest tax or assessment shall not reduce any compensation due  
2 City hereunder.

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

18       **12. INDEMNIFICATION:**

19           12.1 Lessee shall defend, indemnify, hold, protect and save harmless  
20 the City of Long Beach, its officials, commissioners, employees, and agents  
21 ("indemnified parties") from and against any and all actions, suits, proceedings, claims,  
22 demands, damages, losses, liens, costs, expenses or liabilities of any kind or nature  
23 whatsoever ("claims"), which may be brought, made, filed against, imposed upon or  
24 sustained by the indemnified parties, or any of them, alleging injury to or death of  
25 persons or damage to property, including property owned by or under the care and  
26 custody of Lessee and that such injury, death or damage arises from or is attributable  
27 to or caused, directly or indirectly:

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

5 (ii) by the condition or state of repair and maintenance of  
6 the Premises;

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

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

15 12.2 City shall notify Lessee of any claim, shall tender its defense to  
16 Lessee, and shall assist Lessee as may reasonably be requested in the defense  
17 thereof. Upon such notification and tender, Lessee shall have independent duties to  
18 defend such claim, and to indemnify the indemnified parties except to the extent that  
19 such injury, death or damage is determined by a court of competent jurisdiction to have  
20 been caused by the active negligence or wilful misconduct of the indemnified parties.  
21 Payment of a claim by an indemnified party shall not be a condition precedent to  
22 recovery under this indemnity.

23 **13. INSURANCE:**

24 13.1 As a condition precedent to the effectiveness of this Lease, and  
25 without limiting Lessee's obligations of indemnity, Lessee at no cost to City shall  
26 procure and maintain in full force and effect during the term of this Lease the following  
27 types and levels of insurance:

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1                           13.1.1       Commercial general liability insurance with coverage  
2 at least as broad as Insurance Services Office Commercial General Liability Form  
3 CG0001, with limits of not less than \$5,000,000 per occurrence, and if written with an  
4 aggregate, the aggregate shall be double the per occurrence limit. This insurance shall  
5 include coverage for electric and magnetic fields (EMF) liability, explosion, collapse  
6 and underground hazards, and shall not exclude or limit coverage for contractual  
7 liability, independent contractors, or cross-liability protection.

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

17                           13.1.2       Automobile liability insurance with coverage at least  
18 as broad as Insurance Services Office Form CA0001 covering automobile liability code  
19 1 (any auto), with a limit of not less than \$1,000,000 each accident.

20                           13.1.3       Workers' compensation insurance, as required by the  
21 State of California, and employer's liability insurance, with a limit of not less than  
22 \$1,000,000 per accident for bodily injury and disease.

23                           13.2       Each policy shall be from a company or companies with a current  
24 A.M. Best's rating of no less than A:VIII and authorized to do business in the State of  
25 California, or otherwise allowed to place insurance through surplus line brokers under  
26 applicable provisions of the California Insurance Code or any federal law. Any  
27 deductible or self-insured provision must be approved in writing by the Director and  
28 shall protect the indemnified parties in the same manner and to the same extent as they

1 would have been protected had the insurance not contained such provision. The  
2 deductible or self-insured amount shall be shown on any evidence of insurance  
3 provided to City, and City reserves the right to limit said amount and to review the  
4 self-insured's financial statements if the amount exceeds a level acceptable to City.

5 13.3 Each such policy, including any policy provided by a sublessee or  
6 any other third party, shall be endorsed to provide that the policy shall not be canceled  
7 or coverage materially reduced until a thirty (30) day written notice of cancellation has  
8 been served upon the Director by registered or certified mail.

9 13.4 The policy or policies required under paragraphs 13.1.1 and 13.1.2  
10 above shall also be endorsed to provide as follows:

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

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

18 (c) That in the event a claim is made or a suit is filed  
19 against an insured (whether named or additional), including a claim or suit by another  
20 insured (whether named or additional), the policy shall cover the insured against whom  
21 the claim is made or suit is filed in the same manner as if separate policies had been  
22 issued to each insured, except that the limits of insurance shall not be increased  
23 thereby.

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

27 (e) Any failure by the named insured to comply with  
28 reporting provisions of the policy or breaches or violation of warranties shall not affect

1 coverage provided to the indemnified parties.

2 13.5 The policy or policies required under paragraph 13.1.3 above shall  
3 also be endorsed to provide a waiver of subrogation stating that the insurer waives  
4 indemnification from the indemnified parties or any of them.

5 13.6 If any of the required insurance is provided on a "claims-made"  
6 basis, any "prior acts" coverage or "retroactive date" on such insurance and all  
7 subsequent insurance shall be as of the Effective Date. Upon expiration or termination  
8 of coverage of required insurance, Lessee shall procure and submit to City evidence of  
9 "tail" coverage or an extended reporting coverage period endorsement for the period of  
10 at least three (3) years from termination or expiration of this Lease.

11 13.7 Lessee shall deliver either certified copies of the required policies  
12 or endorsements on forms approved by the City ("evidence of insurance") to the  
13 Director for approval as to sufficiency and to the City Attorney for approval as to form.  
14 At least fifteen (15) days prior to the expiration of any such policy, evidence of  
15 insurance showing that such insurance coverage has been renewed or extended shall  
16 be filed with the Director. If such coverage is canceled or reduced, Lessee shall, within  
17 ten (10) days after receipt of written notice of such cancellation or reduction of  
18 coverage, file with the Director evidence of insurance showing that the required  
19 insurance has been reinstated or has been provided through another insurance  
20 company or companies. Lessee agrees to suspend and cease all operations hereunder  
21 during such period of time as the required insurance coverage is not in effect and  
22 evidence of insurance has not been furnished to the City.

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



1           **15.    DEFAULT:**

2                   15.1   The occurrence of any of the following shall constitute a default:

- 3                                   (i) Failure by Lessee to pay rent when due, if the  
4 failure continues for ten (10) days after notice has been given by City to Lessee;  
5                                   (ii) The filing by or against Lessee of a petition to  
6 have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under  
7 any law relating to bankruptcy, unless released within sixty (60) days;  
8                                   (iii) The appointment of a trustee or receiver to take  
9 possession of substantially all of Lessee's assets located at the Premises or of  
10 Lessee's interest in this Lease;  
11                                  (iv) Any attachment where such seizure is not  
12 discharged within thirty (30) days;  
13                                  (v) The filing of any tax lien against Lessee not  
14 discharged within thirty (30) days; or  
15                                  (vi) Failure by Lessee to perform any other provision  
16 of this Lease if the failure to perform is not cured within thirty (30) days after notice has  
17 been given by City; provided, if the default cannot reasonably be cured within thirty (30)  
18 days, Lessee shall not be in default if Lessee commences to cure the default within the  
19 thirty (30) day period and diligently and in good faith continues to cure the default.

20                                  15.2   Notices given under this paragraph 15 shall specify the  
21 alleged default and the applicable Lease provisions and shall demand that Lessee  
22 perform the provisions of this Lease or pay the rent that is in arrears, as the case may  
23 be, within the applicable period of time or that Lessee quit the Premises. No such  
24 notice shall be deemed a forfeiture or a termination of this Lease unless City so elects  
25 in its notice to Lessee.

26                                  15.3   All improvements of any kind constructed, erected or installed upon  
27 the Premises by Lessee ("Improvements") shall be and remain the property of Lessee  
28 during the term of this Lease. In the event this Lease is terminated by City by reason of

1 a default by Lessee, then and in that event Lessee shall remove the Improvements at  
2 its sole cost and expense and shall repair any damage caused by such removal. In the  
3 event Lessee fails to remove the Improvements within forty-five (45) days of the  
4 expiration or earlier termination of this Lease, City shall have the right to remove and/or  
5 sell and/or destroy the same (subject to the interest of any person other than Lessee  
6 therein) at Lessee's expense, and Lessee agrees to pay the reasonable cost of any  
7 such removal, sale, or destruction.

8 15.4 The remedies of City shall be cumulative and in addition to any  
9 other remedies available.

10 15.5 For the purpose of this paragraph, each of the covenants,  
11 conditions and agreements imposed upon or to be performed by Lessee shall, at the  
12 option of the City, be deemed to be either covenants or conditions, regardless of how  
13 designated in this Lease.

14 **16. FORCE MAJEURE:**

15 16.1 Neither party to this Lease shall be deemed to be in default in the  
16 performance of the terms, covenants or conditions of this Lease, if such party is  
17 prevented from performing said terms, covenants or conditions hereunder by causes  
18 beyond its control, including, without limitation, earthquake, flood, fire, explosion or  
19 similar catastrophe, war, insurrection, riot or other civil disturbance, or any other cause  
20 reasonably beyond the control of the defaulting party, but excluding strikes or other  
21 labor disputes, lockouts or work stoppages. In the event of the happening of any of  
22 such contingencies, the party delayed from performance shall immediately give the  
23 other party written notice of such contingency, specifying the cause for delay or failure.  
24 The party so delayed shall use reasonable diligence to remove the cause of delay, and  
25 if and when the occurrence or condition which delayed or prevented the performance  
26 shall cease or be removed, the party delayed shall notify the other party immediately,  
27 and the delayed party shall recommence its performance of the terms, covenants and  
28 conditions of this Lease.

1                   16.2 If the Premises are not reasonably useable in whole or in part for  
2 the uses delineated in paragraph 4 by reason of any cause contemplated by this  
3 paragraph, for a period of six (6) months or longer, Lessee shall have the option of  
4 terminating this Lease in its entirety by giving City written notice.

5                   16.3 During any period in which the Premises are not reasonably  
6 useable in whole or in part for the uses delineated in paragraph 4 by reason of any  
7 cause contemplated by this paragraph, Lessee shall not be relieved of its obligation to  
8 pay any sum already due to City at the time of the occurrence.

9                   16.4 Notwithstanding the foregoing, the occurrence of any cause  
10 contemplated by this paragraph 16 shall not excuse or otherwise delay performance by  
11 Lessee of its obligation to obtain all required permits, licenses, approvals and consents  
12 from governmental agencies having jurisdiction for the operation and conduct of  
13 permitted activities.

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

15                   In the event the United States of America, the State of California, or any  
16 agency or instrumentality of said governments other than the City of Long Beach shall,  
17 by condemnation or otherwise, take title, possession or the right to possession of the  
18 Premises, or any part thereof, or deny Lessee the right to use the Premises as  
19 contemplated by this Lease, or if any court shall render a decision which has become  
20 final and which will prevent the performance by City of any of its obligations under this  
21 Lease, and if such taking, denial or decision substantially impairs the utility of the  
22 Premises to Lessee, then either party may, at its option, terminate this Lease as of the  
23 date of such taking, denial or decision, and all further obligations of the parties shall  
24 end, except as to:

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

1 (ii) Obligations of indemnity which arise under the  
2 provisions of paragraph 13; or

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

5 **18. TERMINATION BY LESSEE:**

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

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

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

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

22 (iv) City commits a default under this Lease (other  
23 than under paragraph 2.2 or 7) and fails to cure such default within the thirty (30) days  
24 of receipt of written notice from Lessee specifying the default, provided that if the period  
25 to diligently cure takes longer than thirty (30) days and City commences to cure the  
26 default within the thirty (30) day notice period, then City shall have such additional time  
27 as shall be reasonably necessary to diligently effect a complete cure; or City commits a  
28 default under paragraph 2.2 or 7 and fails to cure such default within five (rather than

1 30) days after receiving written notice of such default.

2 **19. SURRENDER OF POSSESSION:**

3 19.1 Upon the expiration or earlier termination of this Lease (whether by  
4 lapse of time or otherwise), Lessee, at its cost, shall restore the Premises to as good a  
5 state and condition as the same were upon the date Lessee originally took possession  
6 thereof, reasonable wear and tear and damage by the elements excepted, and shall  
7 thereafter peaceably surrender possession.

8 19.2 All improvements of any kind constructed, erected or installed upon  
9 the Premises by Lessee ("Improvements") shall be and remain the property of Lessee  
10 during the term of this Lease. Lessee shall remove the Improvements at its sole cost  
11 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. The obligations contained in this paragraph shall remain in full  
17 force and effect, notwithstanding the expiration or earlier termination of this Lease.

18 19.3 The provisions of this paragraph 19 to the contrary notwithstanding,  
19 the Premises shall be restored by City, at its cost, in the event this Lease is terminated  
20 as a result of a default by City.

21 **20. RELOCATION ASSISTANCE:**

22 Lessee understands and agrees that except as set forth herein, Lessee  
23 has no right for relocation assistance or payment from Lessee upon the termination of  
24 this Lease or upon the termination of any holdover period. Lessee acknowledges and  
25 agrees that it shall not be entitled to any relocation assistance or payment pursuant to  
26 the provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of  
27 California (Sections 7260 et seq.) with respect to any relocation of its business or  
28 activities upon the termination of this Lease as a result of the lapse of time or Lessee's

1 default or upon the termination of any hold over period.

2 **21. ASSIGNMENT:**

3 21.1 Lessee shall not assign, sublet or otherwise transfer (whether  
4 voluntary or involuntary) this Lease or any interest therein without the prior written  
5 consent of the Director which consent shall not be unreasonably withheld, delayed or  
6 conditioned. The Director shall, and hereby is authorized to approve any such request.  
7 Any sublease approved by the City shall be subject to and subordinate to the provisions  
8 of this Lease.

9 21.2 The provisions of subparagraph 21.1 shall not apply to an  
10 assignment or transfer to an affiliate of Lessee. For purposes of this subparagraph  
11 21.2, the term "affiliate" shall mean (i) any company which owns fifty-one percent (51%)  
12 or more of the outstanding capital stock of Lessee, or (ii) any company, fifty-one (51%)  
13 percent or more of the outstanding capital stock of which is owned by Lessee, or (iii)  
14 any company, fifty-one (51%) percent or more of the outstanding capital stock of which  
15 is owned by a shareholder or group of shareholders who also own at least fifty-one  
16 (51%) percent or more of the outstanding capital stock of Lessee.

17 **22. HOLDING OVER:**

18 If Lessee shall hold over after the expiration of this Lease for any cause,  
19 such holding over shall be deemed a tenancy from month to month only, upon the  
20 same terms, conditions and provisions of this Lease, except as set forth below, unless  
21 other terms, conditions and provisions be agreed upon in writing by Lessee and City.  
22 The Director shall establish the compensation to be paid by Lessee during such  
23 holdover period, taking into account the character of the subject Premises, the terms  
24 and conditions affecting their use, and the fair rental value of similar premises and  
25 facilities devoted to similar use. In addition, the Director may, by written notice given at  
26 any time during the holdover period, modify any other provision under which Lessee  
27 occupies the Premises in order that such provision will conform to the then-current  
28 leasing practices and requirements of City.

1           **23.    SECURITY DEPOSIT:**

2                   23.1    On or before the Commencement Date, Lessee shall provide a  
3 security deposit ("Security Deposit") in the amount of Six Thousand Dollars (\$6,000.00)  
4 as a security deposit for the performance by Lessee of the provisions of this Lease. If  
5 Lessee is in default, City can use the Security Deposit, or any portion of it, to cure the  
6 default or to compensate City for any damages sustained by City resulting from  
7 Lessee's default. Lessee shall immediately on demand pay to City a sum equal to the  
8 portion of the Security Deposit expended or applied by City as provided in this  
9 paragraph so as to maintain the Security Deposit in the amount required above. If  
10 Lessee is not in default at the expiration or termination of this Lease, City shall return  
11 the Security Deposit to Lessee. City's obligations with respect to such Security Deposit  
12 are those of a debtor and not a trustee. City can maintain the Security Deposit  
13 separate and apart from City's general funds or can commingle the security deposit with  
14 City's general and other funds. City shall not be required to pay Lessee interest on the  
15 Security Deposit.

16                   23.2    The Security Deposit, at the option of Lessee, may be in the form  
17 of (i) cash, or (ii) cashier's or certified check, or (iii) negotiable certificate or certificates  
18 of deposit issued by a federal or state bank or savings and loan association, or (iv) an  
19 irrevocable letter of credit in favor of City issued by an established bank or other  
20 institution satisfactory to City, or (v) a bond in a form and with a surety reasonably  
21 satisfactory to City.

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

26                   24.1    Any such lender shall have the right at any time during the term  
27 hereof:

28    ////

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

- 1 (i) To do any act or thing required of Lessee  
2 hereunder and all such acts or things done and performed shall be as effective to  
3 prevent a forfeiture of Lessee's rights hereunder as if done by the Lessee; and  
4 (ii) To realize on the security afforded by the  
5 leasehold estate and to acquire and succeed to the interest of Lessee hereunder by  
6 foreclosure of any mortgage or deed of trust and to convey or assign the title to the  
7 leasehold estate created hereby to any purchaser at a foreclosure sale; and  
8 (iii) In the event of any default by Lessee in the  
9 payment of an installment of rent hereunder, to pay such rent to City and such rent  
10 payments alone, without further requirement, shall be sufficient to prevent a termination  
11 or forfeiture of the leasehold estate created hereby, provided, however, that such right  
12 to prevent such termination or forfeiture shall exist only for the concurrent period of  
13 thirty (30) days after notice of such default has been given by City to Lessee and only  
14 those lenders who have notified the Director of their interest in said Premises, as  
15 provided in subparagraph 24.2 below; and after said thirty (30) day period such lender,  
16 to prevent such termination or forfeiture, shall be required to do all acts and things  
17 required of Lessee to be done and performed hereunder; and  
18 (iv) Cure such default or breach if the same can be  
19 cured by the payment or expenditure of money provided to be paid under the terms of  
20 this Lease; or if such default or breach is not so curable, cause the trustee under the  
21 trust deed to commence and thereafter to diligently pursue to completion steps and  
22 proceedings for the exercise of the power of sale under and pursuant to the trust deed  
23 in the manner provided by law; and  
24 (v) Keep and perform all of the covenants and  
25 conditions of this Lease requiring the payment or expenditure of money by Lessee until  
26 such time as said leasehold shall be sold upon foreclosure pursuant to the trust deed or  
27 shall be released or reconveyed thereunder; and  
28 ////



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

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

12 24.2 The term "lender on the security of the leasehold estate" as used in  
13 this paragraph 24 and elsewhere in this Lease shall mean the mortgagee under any  
14 mortgage, or the trustee and beneficiary under any deed of trust or indenture of  
15 mortgage and deed of trust encumbering the leasehold estate or Lessee's interest  
16 therein (including the assignee or successor of any such mortgage, beneficiary or  
17 trustee of any such mortgage, deed of trust or indenture of mortgage and deed of trust  
18 and the holder of any promissory note or bond secured thereby), and executed by  
19 Lessee and delivered for the purpose of securing to such mortgagee, trustee or  
20 beneficiary payment of any indebtedness incurred by Lessee and secured by such  
21 mortgage, deed of trust or indenture of mortgage and deed of trust.

22 24.3 As a condition to the vesting of any rights in this Lease or in the  
23 leasehold estate created hereby in any encumbrancer, and except as may be otherwise  
24 provided by law, there shall first have been delivered to the Director a written notice of  
25 such encumbrance which shall state the name and address of the encumbrancer for  
26 the purpose of enabling notices to be given under paragraph 27.1 below.

27 24.4 Upon and immediately after the recording of the trust deed,  
28 Lessee, at Lessee's expense, shall cause to be recorded in the Office of the Recorder

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1 of Los Angeles County, California, provided same has been duly executed and  
2 acknowledged by City, a written Request for Notice for a copy of any notice of default  
3 and of any notice of sale under the trust deed as provided by the statutes of the State  
4 of California relating thereto. Concurrently with the execution of such Deed of Trust and  
5 Note, Lessee shall furnish City a complete copy of the trust deed and note secured  
6 thereby, together with the name and address of the holder thereof. Lender's rights as  
7 set forth in subparagraph this paragraph 24 shall not be valid or effective unless and  
8 until Lessee shall have provided City with the documents and information specified in  
9 this paragraph 24.

10           24.5 City is not subjecting its fee interest to the lien of any leasehold  
11 financing obtained by Lessee hereunder. It is the intention of the parties that City's fee  
12 interest shall be superior and prior to Lessee's leasehold estate; provided, however,  
13 that as of the Commencement Date, Premises shall be free and clear of all  
14 encumbrances. Thereafter, any deed of trust placed on the Premises by City shall  
15 expressly provide that it is subject and subordinate to this Lease and Lessee's and  
16 subtenants rights herein, or under any sublease, to any mortgage then in existence on  
17 the improvements and the leasehold estate as permitted by this Lease, and to Lessee's  
18 right as permitted by this Lease subsequently to encumber the improvements and the  
19 leasehold estate.

20           24.6 Prior to refinancing any of the outstanding debt or adding new debt  
21 secured by Lessee's leasehold interest, Lessee shall meet the following requirements:

22                           (1) Lessee shall give City notice of its intention  
23 to refinance or secure additional debt at least sixty (60) days prior to the anticipated  
24 date of the new financing.

25                           (2) Lessee shall provide to City in writing sixty  
26 (60) days prior to refinancing the intended use of all financing proceeds.

27                           (3) City reserves the right to disapprove all  
28 refinancing for an amount in excess of the then existing outstanding debt secured by

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

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

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

14 **26. QUIET POSSESSION:**

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

21 **27. MISCELLANEOUS PROVISIONS:**

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

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

1                   With a copy to:       City Manager  
2                                   City of Long Beach  
3                                   333 West Ocean Boulevard, 13<sup>th</sup> Floor  
4                                   Long Beach, California 90802

5                   To Lessee:               Cingular Wireless LLC  
6                                   Attn: Network Real Estate Administration  
7                                   6100 Atlantic Boulevard  
8                                   Norcross, Georgia 30071

9                   With a copy to:       New Cingular Wireless PCS, LLC  
10                                  Attn: Legal Department  
11                                  15 East Midland Avenue  
12                                  Paramus, NJ 07652

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

17                   27.2 Lessee agrees, subject to applicable laws, rules and regulations,  
18 that no person shall be subject to discrimination in the performance of this Lease on the  
19 basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status,  
20 age, disability, or handicap. Lessee shall take affirmative action to ensure that  
21 applicants are employed and that employees are treated during employment without  
22 regard to any of these bases, including but not limited to employment, upgrading,  
23 demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay  
24 or other forms of compensation, and selection for training, including apprenticeship.  
25 Lessee agrees to post in conspicuous places available to employees and applicants for  
26 employment notices to be provided by the Lessee setting out the provisions of this  
27 nondiscrimination clause. Lessee shall in all solicitations or advertisements for  
28 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  
attacking the validity of this Lease, or any part thereof, or by any judgment or award in

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

5 27.4 The use of paragraph headings or captions in this Lease is solely  
6 for the purpose of convenience, and the same shall be entirely disregarded in  
7 construing any part or portion of this Lease.

8 27.5 This Lease shall be governed by the laws of the State of California,  
9 both as to interpretation and performance.

10 27.6 No waiver by either party at any time of any of the terms,  
11 conditions, covenants or agreements of this Lease shall be deemed or taken as a  
12 waiver at any time thereafter of the same or any other term, condition, covenant or  
13 agreement herein contained nor of the strict and prompt performance thereof by the  
14 party obligated to perform. No delay, failure or omission of either party to exercise any  
15 right, power, privilege or option arising from any default nor subsequent acceptance of  
16 compensation then or thereafter accrued shall impair any such right, power, privilege or  
17 option or be construed to be a waiver of any such default or relinquishment thereof or  
18 acquiescence therein. No option, right, power, remedy or privilege of either party  
19 hereto shall be construed as being exhausted or discharged by the exercise thereof in  
20 one or more instances. It is agreed that each and all of the rights, powers, options or  
21 remedies given to the parties by this Lease are cumulative, and no one of them shall be  
22 exclusive of the other or exclusive of any remedies provided by law, and that the  
23 exercise of one right, power, option, or remedy by a party shall not impair its rights to  
24 any other right, power, option or remedy.

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

28 ////

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

5                   27.9 If either party commences an action against the other party arising  
6 out 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  
9 written 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.  
14 No modification or amendment of this Lease shall be valid and effective, unless  
15 evidenced by a written agreement signed by the parties which makes specific reference  
16 to this Lease.

17                  **28. ESTOPPEL:**

18                  City shall at any time and from time to time hereafter, but no more  
19 frequently than twice in any lease year (or more frequently if such request is made in  
20 connection with any sale or mortgaging of Lessee's interest or permitted subletting by  
21 Lessee, within ten (10) days after written request of Lessee to do so, certify by written  
22 instrument to any mortgagor or purchaser: (i) as to whether this Lease has been  
23 supplemented or amended, and if so, the substance and manner of such supplement or  
24 amendment; (ii) as to the validity and force and effect of this Lease; (iii) as to the  
25 existence of any default hereunder; (iv) as to the existence of any offsets, counter  
26 claims or defenses thereto on the part of Lessee; (v) as to the commencement and  
27 expiration dates of the term of this Lease; and (vi) as to any other matter reasonably so  
28 requested. Any party requesting such estoppel certificate shall reimburse City for the

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

1 costs and expenses incurred by issuing the certificate, not to exceed Two Thousand  
2 Five Hundred Dollars (\$2,500.00).

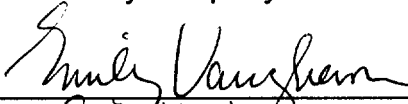
3 **29. DONATION:**

4 On or before the Commencement Date, Lessee shall make a donation of  
5 Forty Thousand (\$40,000.00) Dollars to Partners of Parks, a California non-profit public  
6 benefit corporation for the benefit of the Long Beach Senior Center.

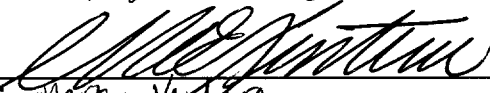
7 IN WITNESS WHEREOF, the parties have executed this Lease with all of  
8 the formalities required by law.

9 NEW CINGULAR WIRELESS PCS, LLC, a Delaware  
10 limited liability company

11 March 1, 2006

By:   
Name: Emily Vaughan  
Title: Deployment Manager

13 March 1, 2006

By:   
Name: Martha Ventura  
Title: Executive Director

16 **LESSEE**

17 CITY OF LONG BEACH, a municipal corporation

19 \_\_\_\_\_, 2006

By:   
Its: City Manager

20 **CITY**

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

24 ROBERT E. SHANNON, City Attorney

25 3/21/06, 2006

By:   
Deputy City Attorney

27 ELG:rlf

12/29/05; rev. 2/14/06

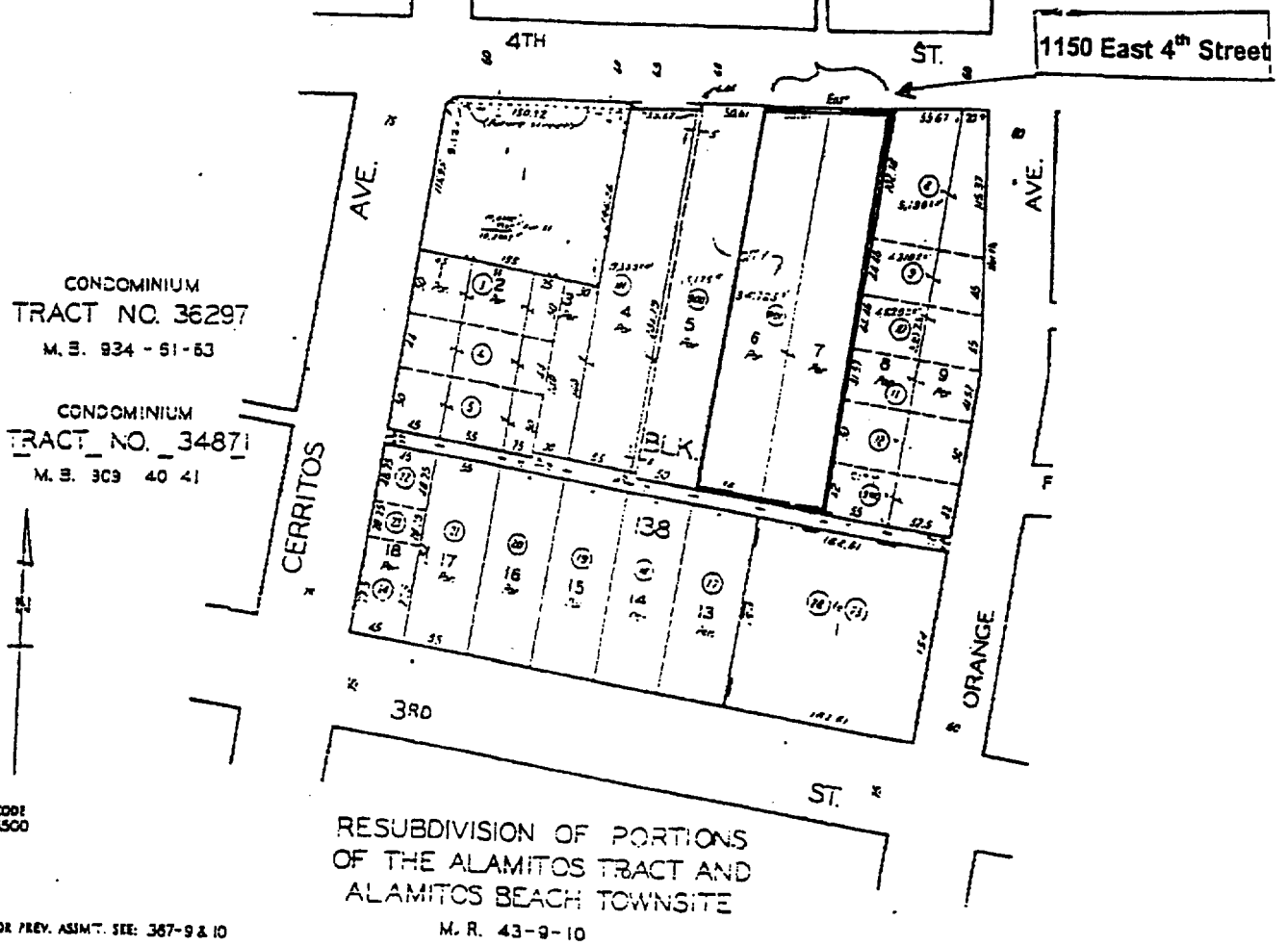
28 L:\APPS\CtyLaw32\WPDOCS\ID014\IP005\00085643.WPD

#05-03215

# EXHIBIT "A-1"

7275 5  
SHEET 1  
SCALE 1" = 80'

1985



1150 East 4<sup>th</sup> Street  
Long Beach, CA  
90802-1735

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

Exhibit "A-1"



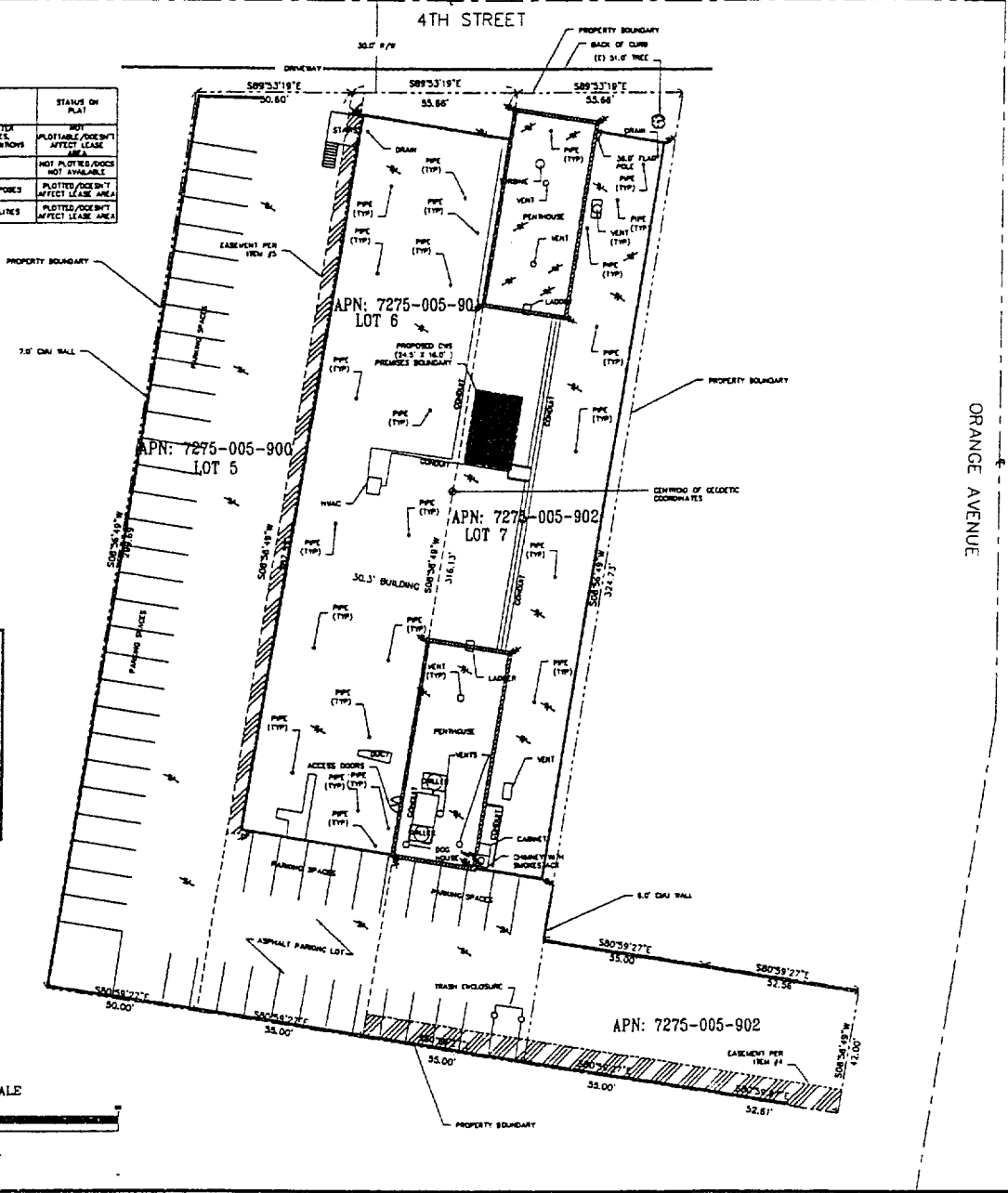
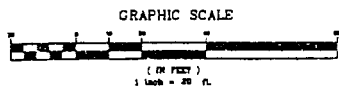
# EXHIBIT "A-2"



FILE CONTRACT REFERENCE NUMBER	RECORDING REFERENCE (OFFICIAL RECORDS)	DESCRIPTION	STATUS ON PLAN
EXCEPTION #1	VARIOUS DEEDS	ASSESSMENTS, TENSE, NOTES, RIGHTS, WAIVERS, LEASES, EJECTA, COVENANTS, CONDITIONS AND RESTRICTIONS	NOT PLOTTED/JOINTLY AFFECT LEASE AREA
EXCEPTION #2	8K 379 PG 293 OF DEEDS	EASEMENT FOR PIPES	NOT PLOTTED/DEEDS NOT AVAILABLE
EXCEPTION #4	MAR. 17, 1914 BK 5702 PG 294 OF DEEDS	EASEMENT FOR ALLEY PURPOSES	PLOTTED/JOINTLY AFFECT LEASE AREA
EXCEPTION #5	OCT. 7, 1952 REG. 3488 O.R.	EASEMENT FOR PUBLIC UTILITIES	PLOTTED/JOINTLY AFFECT LEASE AREA

CENTROID OF GEODESIC COORDINATES  
 LATITUDE 37° 46' 14.54" NORTH  
 LONGITUDE 118° 07' 37.01" WEST (NAD83)  
 ELEVATION @ ROOFTOP 74.1' (NAVD 88)

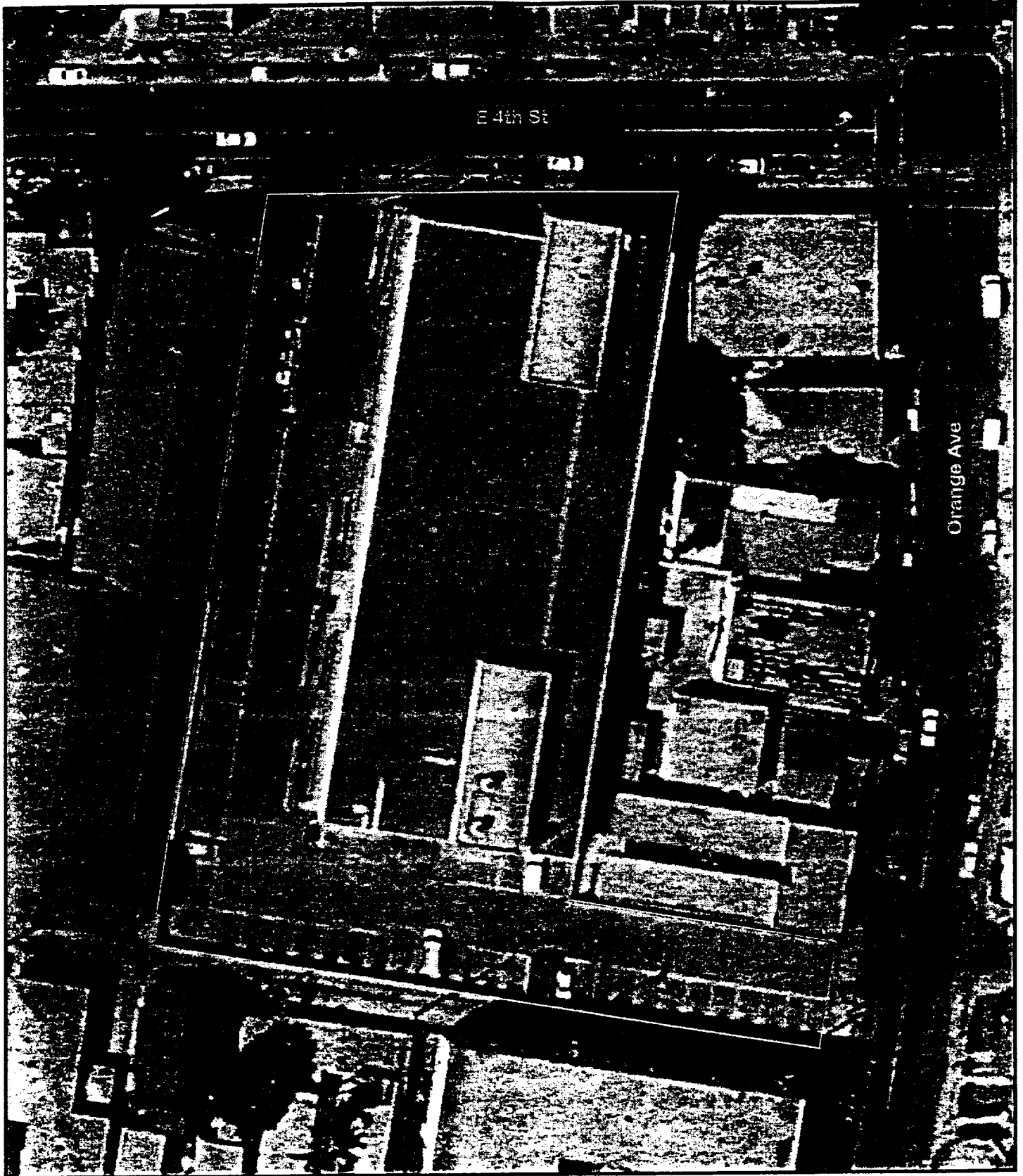
LEGEND	
P.D.A.	POINT OF BEGINNING
P.O.B.	POINT OF BEGINNING
N.C.S.	NORTH CURB & OUTLET
A/W	ASPHALT
A	ACCESS DRIVEWAY
T	TOP
TOE	TOE OF ALLEY
TOP	TOP OF PARAPET
W	WALL
TS	TOP OF WALL
L	LOT NUMBER
⊙	CENTROID
⊙	POSITION OF GEODESIC COORDINATES
SPOT	ELEVATION
⊙	ISH ANTENNA
⊙	MONITORING ANTENNA
⊙	TELECOMMUNICATIONS MONOPOLE
---	PUBLIC UTILITY EASEMENT
---	WATER CONTROL VALVE
---	PIPE W/STREET
---	PIPE IN ROAD
---	POWER POLE
---	LIGHT POLE
---	ELECTRICAL TRANSFORMER
---	AIR CONDITIONING UNIT
---	REFRIGERATION
---	SELF-IRRIGATING
---	SELF-IRRIGATING
---	GAS VALVE
---	GAS METER
---	PROPERTY LINE
---	CHALK LINE FENCE
---	WOOD OR IRON FENCE
---	WIRE OR BARBED
---	WIRE FENCE
---	BARBED FENCE



1150 East 4<sup>th</sup> Street  
 Long Beach Senior Center

black square on roof identifies location of improvements

Exhibit "A-2"



1150 East 4<sup>th</sup> Street  
Long Beach Senior Center



0 10 20 30 40 50 Feet



Exhibit "A-3"