

## GRANT OF REVOCABLE EASEMENT

THIS GRANT OF REVOCABLE EASEMENT (“**Easement**”) is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by the MiraCosta Community College District, formerly known as the Oceanside-Carlsbad Junior College District of San Diego County, California, a political subdivision of the State of California (hereinafter “**Grantor**”) and DISH WIRELESS, L.L.C., (hereinafter “**Grantee**”).

WHEREAS, Grantor is the owner of certain real property in San Diego County, California, legally described in Exhibit “A” attached hereto (the “**Property**”).

WHEREAS, Grantee is or will be granted the right to lease a portion of that certain real property located at 2 Barnard Drive, City of Oceanside, County of San Diego, State of California and legally described in Exhibit “B” attached hereto (the “**Leased Premises**”), pursuant to a Property Use Agreement, as amended (the “**Lease**”) in and between Crown Castle GT Company LLC, a Delaware limited liability company (“**Sublessor**”) with the City of Oceanside, the owner of the Leased Premises (the “**City**”), the final version of which is made a part hereof and marked as Exhibit “C”; Grantee’s leasehold is within or adjacent to the Property. Additionally, Grantee’s rights in the Leased Premises are further proscribed by its agreement with the Sublessor as described in that Site Lease Acknowledgement dated June 17, 2022 (“**Sublease**”) which portions thereof are made a part hereof and marked as Exhibit “D.”

WHEREAS, Grantee intends to build and maintain telecommunications facilities on the Leased Premises.

WHEREAS, Grantor has agreed to convey to Grantee certain easements over, under and across the Property as more fully described below.

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easements. Grantor hereby grants to Grantee the following revocable easements:
  - a. Non-exclusive easements over and across the surface of the Property for solely and exclusively for the purposes of ingress and egress to and from the Leased Premises (collectively, “**Easement Area 1**”). Easement Area 1 is legally described on Exhibit “E,” attached hereto and made a part hereof and generally described on the Plat attached hereto as Exhibit “F” and made a part hereof. As more fully described on Exhibit “E,” Easement Area 1 consists of one strip approximately forty (40) feet wide, a second strip approximately twenty-four (24) feet wide, and a third strip approximately fourteen (14) feet wide.
  - b. A non-exclusive easement approximately twelve (12) feet wide under and across the Property and a non-exclusive easement over and across the Property for solely and exclusively the purposes of installation, operation, maintenance and repair of underground utility connections to and from the Leased Premises (“**Easement Area**

- 2”). Easement Area 2 is legally described on Exhibit “G,” attached hereto and made a part hereof and generally depicted on the Plat attached hereto as Exhibit “H” and made a part hereof. Specifically, Grantee is granted the right to install its own conduit of no greater than three inches wide for such utility connections.
- c. A temporary exclusive surface easement consisting of approximately 13,062 square feet solely and exclusively for Grantee’s use during construction of Grantee’s communications facility (“**Easement Area 3**”) for a period of (60) days commencing upon the commencement of construction at the Property; provided however, that the parties agree to extend such thirty (30) days if additional time is reasonably necessary for Grantee to complete its construction activities. Such additional period will be as mutually agreed upon by the parties. As a condition for any extension of time after the initial thirty (60) day period, Grantee shall provide compensation to Grantor at the rate of twenty dollars (\$20.00) for each day after the initial period. Easement Area 4 is generally depicted on Exhibit “K,” attached hereto and made a part hereof.
  - d. Easement Area 1, Easement Area 2, and Easement Area 3 are hereinafter at times collectively referred to as the “Easement Areas.”
  - e. Each party shall utilize its estate in a manner which will minimize interference with the other party’s use of its estate; provided however, the parties acknowledge and agree that Grantor shall have the right to place temporary structures, including trailers, within the Easement Areas as Grantor deems necessary in its reasonable discretion. In connection with the foregoing, Grantor agrees to reasonably cooperate with Grantee to move such temporary structures in the event Grantee needs to perform work within any affected Easement Area.
  - f. Upon completion of construction at the Property, Grantee shall restore the Easement Areas to substantially their pre-existing condition, as applicable.
  - g. Grantee shall maintain the Easement Areas in good condition at all times at its own expense, and Grantor shall not be called upon to make any improvements or repairs of any nature whatsoever.
2. Maintenance of Facility. In the event that Grantor, in its reasonable, good faith discretion, determines that Grantee’s telecommunications facility are not being maintained in a reasonably safe, healthy and sanitary condition, as required by the Lease, Grantor shall provide written notice to Grantee indicating the same. Within thirty (30) days of receipt of such written notice, Grantee shall cure the stated breach of the Lease, provided Grantee shall have such extended period as may be required beyond the initial thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Grantee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. In the event Grantee has failed to cure the breach, or commence such cure, within the time periods provided in this Paragraph, Grantor shall have the right to terminate this Easement effective immediately upon receipt by Grantee of Grantor’s written notice of termination.

3. Compensation. In consideration of the rights granted hereunder, Grantee shall pay to Grantor a one-time, lump sum payment in the amount of Forty-Eight Thousand and no/100 Dollars (\$48,000.00) (“**Lump Sum Payment**”). This Lump Sum Payment includes a Five thousand dollar fee (\$5,000.00) to reimburse the Grantor for legal fees incurred in the preparation of all necessary legal documents. Prior to commencement of construction, Grantee’s general contractor shall remit to Grantor a non-refundable pre-construction administrative processing fee, payable to Grantor in the amount of \$48,000 which shall fully satisfy the Grantee’s obligation to pay the Lump Sum Payment.
4. No Permanent Structures. Grantor hereby covenants for and on behalf of itself, its heirs, successors or assigns, that neither it, nor any of them, shall construct or permit to be constructed, any building or any other permanent structure within the Easement Areas, or make any permanent excavation, or permit any permanent excavation to be made within the Easement Areas.
5. Inspection. Grantor and the agents and employees of Grantor shall have the right to enter upon the Easement Areas at all reasonable times to inspect the same to see that no damage has been or is done and to protect any and all rights of Grantor and to post such reasonable notice as Grantor may desire to protect the rights of the Granter.
6. Term. The easements, rights, and privileges herein granted for Easement Area 1 and Easement Area 2 shall be for a term of up to February 26, 2036, commencing on the date of the final approval of this Grant of Revocable Easement by the Board of Trustees of the Mira Costa Community College, subject to the requirements of the Lease for any lease extensions after February 26, 2026, such that any notices seeking extensions of the term after February 26, 2026 shall be concurrently given to Grantor. Without any further action on the part of Grantor or Grantee, the easements, rights, and privileges herein granted for the Easement Areas shall terminate immediately upon the termination of the Lease, or upon termination of the Sublease, or upon termination of this Easement for any reason, or upon February 26, 2036, whichever is earliest. Upon termination, Grantee shall execute with acknowledgement and deliver a notice of termination in form suitable for recording in the official records of the County in which the Property is located.
7. Revocation. This easement shall only be revoked upon termination of the term thereof (Section 6, above) or pursuant to the termination for Default as described in Section 8, below.
8. Termination for Default. Upon Grantee’s default hereunder, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantee’s default. If Grantee has not cured the default within a reasonable time (but not less than 30 days for a monetary default and 60 days for a non-monetary default) after receipt of the notice of default, Grantor may terminate this Easement effective immediately upon receipt by Grantee of Grantor’s written notice of termination.

9. Indemnification. Grantee agrees to indemnify, defend and hold Grantor harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from its use of the Easement Areas, except to the extent attributable to the grossly negligent or intentional act or omission of Grantor or its agent. Grantor agrees to indemnify, defend and hold Grantee harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses resulting from its use of the Easement Areas, except to the extent attributable to the negligent or intentional act or omission of Grantee or its agent.
10. Insurance. Grantee will carry, at its own cost and expense, the following insurance: (i) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (ii) Workers' Compensation Insurance as required by law. Grantee will include Grantor as an additional insured under its commercial general liability policy. Notwithstanding anything in this Easement, with respect to all loss, damage, or destruction to a party's property (including rental value and business interruption) occurring during the term of this Easement, Grantor and Grantee hereby release and waive all claims (except for willful misconduct) against the other party and its employees, agents, officers, and directors. With respect to property damage, each party hereby waives all rights of subrogation against the other party, but only to the extent that collectible commercial insurance is available for said damage.
11. Dominant and Servient Tenements. This Easement is granted for the benefit of the Leased Premises and is appurtenant to the Leased Premises. The Leased Premises are the dominant tenement and the Property is the servient tenement.
12. Entire Agreement. This Easement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations or representations not expressly set forth in this Easement are of no force and effect.
13. Binding Effect. This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee.
14. Amendments. Any modification or other termination of this Easement shall become effective only upon the execution by Grantor and Grantee of a written instrument.
15. Recording. Grantor agrees to execute a Memorandum of this Easement, and any amended Memorandum of Easement reflecting any material modifications to this Easement, which Grantee may record in the office of the County Clerk of San Diego County, California.
16. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's

receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

If to Grantor: MiraCosta Community College District  
Attention: Tom Macias  
1 Barnard Drive  
Oceanside, California 92056

If to Grantee: DISH Wireless, LLC  
5701 Santa Fe Drive  
Littleton, CO 80120

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

IN WITNESS WHEREOF, this Grant of Easement has been executed and delivered as of the day and year first above written.

GRANTOR: MiraCosta Community College District (formerly known as Oceanside-Carlsbad Junior College District of San Diego County, California, a political subdivision of the State of California)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GRANTEE: DISH Wireless, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## INDEX OF EXHIBITS

### GRANT OF REVOCABLE EASEMENT MiraCosta Community College District (Grantor) and DISH Wireless LLC (Grantee)

Exhibit A	Legal Description of Grantor's Property
Exhibit B	Leased Premises from City of Oceanside
Exhibit C	Lease with City of Oceanside, as amended
Exhibit D	Sub-Lease with DISH Wireless, LLC
Exhibit E	Legal Description Easement Area 1
Exhibit F	Plat Map Generally Describing Easement Area 1
Exhibit G	Legal Description Easement Area 2
Exhibit H	Plat Map Generally Describing Easement Area 2
Exhibit I	Intentionally omitted
Exhibit J	Intentionally omitted
Exhibit K	Easement Area 3

EXHIBIT "A"

Property

Property Address: N/A  
State: California  
County: San Diego  
City: Oceanside  
Parcel Number: 165-112-03

Legal Description:

All that certain real property situated in the County of San Diego, State of California, described as follows:

THAT PORTION OF SECTION 28, IN TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED DECEMBER 27, 1870, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 28;  
THENCE NORTH 00° 29' 39" EAST 322.28 FEET ALONG THE EAST LINE OF SAID SECTION TO AN INTERSECTION WITH THE CENTERLINE OF THAT CERTAIN 150 FOOT EASEMENT GRANTED TO THE SAN DIEGO GAS AND ELECTRIC COMPANY BY DEED RECORDED ON NOVEMBER 28, 1941, IN BOOK 1279, PAGE 211, OF OFFICIAL RECORDS;  
THENCE NORTH 57° 09' 06" WEST ALONG SAID CENTERLINE 1863.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 57° 05' 47" EAST 1117.02 FEET;  
THENCE NORTH 13° 59' 47" EAST 1051.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 700.00 FEET;  
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51° 53' 35" FOR AN ARC LENGTH OF 634.40 FEET;  
THENCE TANGENT TO SAID CURVE, NORTH 37° 55' 48" WEST 664.01 FEET;  
THENCE SOUTH 87° 37' 00" WEST 619.61 FEET;  
THENCE SOUTH 76° 53' 02" WEST 992.00 FEET;  
THENCE SOUTH 57° 46' 50" WEST 443.19 FEET TO THE WESTERLY LINE OF THAT 500 ACRE PARCEL DESCRIBED IN DEED TO SONJA HENIE RECORDED APRIL 23, 1956, AS INSTRUMENT NO. 55788, IN BOOK 6070, PAGE 536, OF OFFICIAL RECORDS;  
THENCE ALONG SAID WESTERLY LINE, SOUTH 00° 28' 22" WEST 1414.47 FEET TO THE CENTERLINE OF SAID 150 FOOT EASEMENT GRANTED TO THE SAN DIEGO GAS AND ELECTRIC COMPANY;  
THENCE ALONG SAID CENTERLINE SOUTH 57° 09' 06" EAST 1565.13 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND IN SAID SECTION 28 DESCRIBED IN DEED TO THE CITY OF OCEANSIDE RECORDED JUNE 20, 1960, AS INSTRUMENT NO. 125404, SERIES 1, BOOK 1960, OF OFFICIAL RECORDS ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

FURTHER EXCEPTING THEREFROM RIGHTS TO ALL OIL, PETROLEUM, GAS AND KINDRED SUBSTANCES WITH THE RIGHT TO DRILL IN, THROUGH OR UPON SAID REAL PROPERTY OR TO EXPLORE, DEVELOP OR TAKE ALL OIL, PETROLEUM, GAS AND OTHER KINDRED SUBSTANCES IN AND FROM SAID REAL PROPERTY, PROVIDED, HOWEVER, THAT SUCH DEPOSITS SHOULD NOT BE REMOVED BY ENTRY UPON OR ACQUIRED FROM THE SURFACE OF SAID REAL PROPERTY AND THAT ALL WORK SHALL BE SUBJECT TO ADEQUATE SAFETY PRECAUTIONS AS TO ALL BUILDINGS AND OTHER IMPROVEMENTS ON SAID REAL PROPERTY AND SHALL NOT INTERFERE WITH THE USE OF SAID REAL PROPERTY FOR SCHOOL BUILDINGS AND GROUNDS.

EXHIBIT "B"

Leased Premises

Property Address: 2 Barnard Drive  
State: California  
County: San Diego  
City: Oceanside  
Parcel Number: 165-112-04-00

Legal Description:

All that certain real property situated in the County of San Diego, State of California, described as follows:

All that portion of Section 28, Township 11 South, Range 4 West, San Bernardino Base and Meridian, in the City of Oceanside, County of San Diego, State of California, according to U.S. Government Survey approved December 27, 1870, more particularly described as follows:

Commencing at the Southeast corner of said Section 28;  
Thence South 71° 56' 35" West 85.74 feet to a point on the centerline of Engineer's Station 204+18.06 State Highway XI-SD-196-OCN, being the true point of beginning;  
Thence North 3° 55' 50" West 522.72 feet to a point lying 5 feet Northeasterly of and outside that certain 150 foot right-of-way as condemned by order of Superior Court of the State of California, in and for the County of San Diego in Civil Code No. 100773 as recorded November 28, 1941, in Book 1279, Page 211, of Official Records;  
Thence North 57° 04' 20" West 1399.32 feet parallel to said 150 foot right-of-way;  
Thence leaving said 150 foot right-of-way North 19° 48' 25" East 569.92 feet;  
Thence North 67° 34' 50" West 714.67 feet to the true point of beginning;  
Thence North 58° 38' 55" East 155.11 feet;  
Thence North 31° 21' 05" West 200.00 feet;  
Thence South 58° 38' 55" West 250.00 feet;  
Thence South 31° 21' 05" East 200.00 feet;  
Thence North 58° 38' 55" East 94.89 feet to the true point of beginning.

EXHIBIT "C"

Lease

[See attached]

# Parent Parcel

ALL THAT PORTION OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO U.S. GOVERNMENT SURVEY APPROVED DECEMBER 27, 1870, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 72 DEGREES 10' 21" WEST (SOUTH 71 DEGREES 56' 35" WEST) 85.74 FEET TO A POINT ON THE CENTER LINE AT ENGINEER'S STATION 204 PLUS 18.06, STATE HIGHWAY XI-SD-196-OCN; THENCE NORTH 3 DEGREES 51' 04" WEST 522.06 FEET (NORTH 3 DEGREES 55' 50" WEST 522.72 FEET) TO A POINT LYING 5 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THAT CERTAIN 150 FOOT RIGHT-OF-WAY AS CONDEMNED BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO IN CIVIL CASE NO. 100773, AS RECORDED NOVEMBER 28, 1941 IN BOOK 1279, PAGE 211 OF OFFICIAL RECORDS; THENCE NORTH 57 DEGREES 09' 06" WEST (NORTH 57 DEGREES 04' 20" WEST) 1399.32 FEET PARALLEL TO SAID 150 FOOT RIGHT-OF-WAY; THENCE LEAVING SAID 150 FOOT RIGHT OF WAY NORTH 19 DEGREES 52' 39" EAST (NORTH 19 DEGREES 48' 25" EAST) 569.92 FEET THENCE NORTH 67 DEGREES 30' 36" WEST (NORTH 67 DEGREES 34' 50" WEST) 714.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 58 DEGREES 43' 09" EAST (NORTH 58 DEGREES 38' 15" EAST) 155.11 FEET; THENCE NORTH 31 DEGREES 16' 51" WEST (NORTH 31 DEGREES 21' 05" WEST) 200 FEET; THENCE SOUTH 58 DEGREES 43' 09" WEST (SOUTH 58' 38" 55" WEST) 250.00 FEET; THENCE SOUTH 31 DEGREES 16' 51" EAST (SOUTH 31 DEGREES 21' 05" EAST) 200 FEET; THENCE NORTH 58 DEGREES 43' 09" EAST (NORTH 58 DEGREES 38' 55" EAST) 94.89 FEET TO THE TRUE POINT OF BEGINNING.

# Lease Area

An area containing 1500 square feet and contained within the following parent parcel.

ALL THAT PORTION OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO U.S. GOVERNMENT SURVEY APPROVED DECEMBER 27, 1870, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 72 DEGREES 10' 21" WEST (SOUTH 71 DEGREES 56' 35" WEST) 85.74 FEET TO A POINT ON THE CENTER LINE AT ENGINEER'S STATION 204 PLUS 18.06, STATE HIGHWAY XI-SD-196-OCN; THENCE NORTH 3 DEGREES 51' 04" WEST 522.06 FEET (NORTH 3 DEGREES 55' 50" WEST 522.72 FEET) TO A POINT LYING 5 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THAT CERTAIN 150 FOOT RIGHT-OF-WAY AS CONDEMNED BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO IN CIVIL CASE NO. 100773, AS RECORDED NOVEMBER 28, 1941 IN BOOK 1279, PAGE 211 OF OFFICIAL RECORDS; THENCE NORTH 57 DEGREES 09' 06" WEST (NORTH 57 DEGREES 04' 20" WEST) 1399.32 FEET PARALLEL TO SAID 150 FOOT RIGHT-OF-WAY; THENCE LEAVING SAID 150 FOOT RIGHT OF WAY NORTH 19 DEGREES 52' 39" EAST (NORTH 19 DEGREES 48' 25" EAST) 569.92 FEET THENCE NORTH 67 DEGREES 30' 36" WEST (NORTH 67 DEGREES 34' 50" WEST) 714.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 58 DEGREES 43' 09" EAST (NORTH 58 DEGREES 38' 15" EAST) 155.11 FEET; THENCE NORTH 31 DEGREES 16' 51" WEST (NORTH 31 DEGREES 21' 05" WEST) 200 FEET; THENCE SOUTH 58 DEGREES 43' 09" WEST (SOUTH 58' 38" 55" WEST) 250.00 FEET; THENCE SOUTH 31 DEGREES 16' 51" EAST (SOUTH 31 DEGREES 21' 05" EAST) 200 FEET; THENCE NORTH 58 DEGREES 43' 09" EAST (NORTH 58 DEGREES 38' 55" EAST) 94.89 FEET TO THE TRUE POINT OF BEGINNING.

# Access

An existing right of way through the following parent parcel, extending from the nearest public right of way identified as Henie Hills Reservoir 1 Barnard Drive:

ALL THAT PORTION OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO U.S. GOVERNMENT SURVEY APPROVED DECEMBER 27, 1870, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 72 DEGREES 10' 21" WEST (SOUTH 71 DEGREES 56' 35" WEST) 85.74 FEET TO A POINT ON THE CENTER LINE AT ENGINEER'S STATION 204 PLUS 18.06, STATE HIGHWAY XI-SD-196-OCN; THENCE NORTH 3 DEGREES 51' 04" WEST 522.06 FEET (NORTH 3 DEGREES 55' 50" WEST 522.72 FEET) TO A POINT LYING 5 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THAT CERTAIN 150 FOOT RIGHT-OF-WAY AS CONDEMNED BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO IN CIVIL CASE NO. 100773, AS RECORDED NOVEMBER 28, 1941 IN BOOK 1279, PAGE 211 OF OFFICIAL RECORDS; THENCE NORTH 57 DEGREES 09' 06" WEST (NORTH 57 DEGREES 04' 20" WEST) 1399.32 FEET PARALLEL TO SAID 150 FOOT RIGHT-OF-WAY; THENCE LEAVING SAID 150 FOOT RIGHT OF WAY NORTH 19 DEGREES 52' 39" EAST (NORTH 19 DEGREES 48' 25" EAST) 569.92 FEET THENCE NORTH 67 DEGREES 30' 36" WEST (NORTH 67 DEGREES 34' 50" WEST) 714.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 58 DEGREES 43' 09" EAST (NORTH 58 DEGREES 38' 15" EAST) 155.11 FEET; THENCE NORTH 31 DEGREES 16' 51" WEST (NORTH 31 DEGREES 21' 05" WEST) 200 FEET; THENCE SOUTH 58 DEGREES 43' 09" WEST (SOUTH 58' 38" 55" WEST) 250.00 FEET; THENCE SOUTH 31 DEGREES 16' 51" EAST (SOUTH 31 DEGREES 21' 05" EAST) 200 FEET; THENCE NORTH 58 DEGREES 43' 09" EAST (NORTH 58 DEGREES 38' 55" EAST) 94.89 FEET TO THE TRUE POINT OF BEGINNING.

# Prime Lease

## FOURTH AMENDMENT TO PROPERTY LEASE AGREEMENT

This Fourth Amendment to Property Lease Agreement ("Fourth Amendment") is dated ~~May 5,~~ <sup>June 16,</sup> 2021 by and between the City of Oceanside, a municipal corporation ("CITY") and Crown Castle GT Company LLC ("LESSEE").

### R E C I T A L S

**WHEREAS**, the CITY and LESSEE'S predecessor in interest, U.S. West Cellular entered into that certain Property Lease Agreement, dated June 30, 1990 ("Agreement"), for the lease of city-owned property known as Henie Hills Reservoir, Oceanside, CA, hereinafter referred to as the "Property",

**WHEREAS**, the original expiration date of the Agreement was February 28, 1996 and LESSEE's predecessor exercised three (3) consecutive five (5) year options to renew the Agreement, extending the term to February 28, 2011;

**WHEREAS**, the Agreement was amended by that certain First Amendment to Property Lease Agreement dated January 16, 2008 ("First Amendment") and provided for an additional five (5) year extension of the term, to February 28, 2016, and for two (2) additional successive five (5) year options to renew the Agreement, with each renewal requiring City Council approval;

**WHEREAS**, the Agreement was amended by that certain Second Amendment to the Property Lease Agreement dated September 8, 2010 ("Second Amendment") allowing the LESSEE Co-Location rights and replacing the two (2) additional five (5) year options to renew with four (4) additional successive five (5) year options to renew this Agreement, provided that if LESSEE does not sublease to a Second Co-Locator, as therein described, LESSEE shall have only two (2) additional successive five (5) year options to renew this Agreement.

**WHEREAS**, The Agreement was amended by that certain Third Amendment to the Property Lease Agreement dated September 20, 2017 ("Third Amendment") wherein LESSEE exercised its option to extend the term of the Agreement through February 28, 2021; and

**WHEREAS**, LESSEE is now desirous of extending the term of the Agreement an additional five (5) years, to expire on February 28, 2026.

### A G R E E M E N T

**NOW THEREFORE**, in consideration of the covenants and conditions contained herein, the parties hereto agree to amend the Agreement as follows:

1. **SECTION 2: TERM, Subsection 2.01 Commencement.** First paragraph shall be deleted in its entirety and replaced with the following:

**2.01 Term.** The original commencement date of this Agreement is March 1, 1991 and term of this Agreement shall expire on February 28, 2026.

2. **SECTION 2: TERM**, Subsection **2.05 Renewal Options**. Shall be deleted in its entirety and replaced with the following:

“LESSEE shall have two (2) successive five (5) year options to renew this Agreement. These options may be exercised by providing written notice to the City at least one hundred and eighty (180) days prior to the expiration of the term or renewal period of this Agreement as applicable. If LESSEE exercises its renewal options above, such extension shall not be valid unless approved by the Oceanside City Council. Provided, however, in the even LESSEE does not sublease to Second Co-Locator, as hereinafter described, LESSEE shall have no additional options to renew this Agreement”.

3. Except as expressly modified by this Amendment, the Agreement and all of its terms and conditions, shall remain in full force and effect.

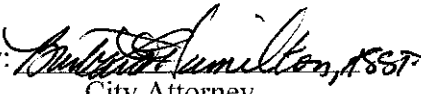
IN WITNESS WHEREOF, the parties hereto agree to all of the covenants and conditions as set forth herein as of the date first written above.

“CITY”

City of Oceanside  
a municipal corporation

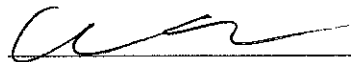
Approved as to form:

By:   
City Manager

By:   
City Attorney

“LESSEE”

Crown Castle GT Company, LLC

By: 

Name:     **Kelly Stoner**      
Real Estate Manager

Title: \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT OF PERMITTEE’S SIGNATURE MUST BE ATTACHED.**

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ North Carolina  
County of Durham)

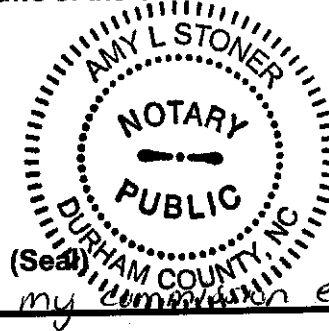
On June 16, 2021 before me, Kelly Stoner - Real Estate Manager  
(insert name and title of the officer)

personally appeared Amy L Stoner, notary  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy L Stoner



(Seal)  
my commission expires: 5/22/2022

### THIRD AMENDMENT TO PROPERTY LEASE AGREEMENT

This Third Amendment to Property Lease Agreement ("Third Amendment") is dated September 20, 2017 by and between the City of Oceanside, a municipal corporation ("CITY") and Crown Castle GT Company LLC ("LESSEE")

#### R E C I T A L S

**WHEREAS**, the CITY and LESSEE'S predecessor in interest, U.S. West Cellular entered into that certain Property Lease Agreement, dated June 30, 1990 ("Agreement"), for the lease of city-owned property known as Henie Hills Reservoir, Oceanside, CA, hereinafter referred to as the "Property",

**WHEREAS**, the original expiration date of the Agreement was February 28, 1996 and Lessee's predecessor exercised three (3) consecutive five (5) year options to renew the Agreement, extending the term to February 28, 2011;

**WHEREAS**, the Agreement was amended by that certain First Amendment to Property Lease Agreement dated January 16, 2008 ("First Amendment") and provided for an additional five (5) year extension of the term, to February 28, 2016, and for two (2) additional successive five (5) year options to renew the Agreement, with each renewal requiring City Council approval;

**WHEREAS**, the Agreement was amended by that certain Second Amendment to the Property Lease Agreement dated September 8, 2010 ("Second Amendment") allowing the Lessee Co-Location rights and replacing the two (2) additional five (5) year options to renew with four (4) additional successive five (5) year options to renew this Agreement, provided that if Lessee does not sublease to a Second Co-Locator, as therein described, Lessee shall have only two (2) additional successive five (5) year options to renew this Agreement.

**WHEREAS**, LESSEE is now desirous of extending the term of the Agreement an additional five (5) years, to expire on February 28, 2021.

#### A G R E E M E N T

**NOW THEREFORE**, in consideration of the covenants and conditions contained herein, the parties hereto agree to amend the Agreement as follows:

1. **SECTION 2: TERM, Subsection 2.01 Commencement.** First paragraph shall be deleted in its entirety and replaced with the following:

**2.01 Term.** The original commencement date of this Agreement is March 1, 1991 and term of this Agreement shall expire on February 28, 2021.

2. **SECTION 2: TERM**, Subsection **2.05 Renewal Options**. Shall be deleted in its entirety and replaced with the following:

“Lessee shall have three (3) successive five (5) year options to renew this Agreement. These options may be exercised by providing written notice to the City at least one hundred and eighty (180) days prior to the expiration of the term or renewal period of this Agreement as applicable. If Lessee exercises its renewal options above, such extension shall not be valid unless approved by the Oceanside City Council. Provided, however, in the event Lessee does not sublease to Second Co-Locator, as hereinafter described, Lessee shall have only one (1) successive five (5) year option to renew this Agreement”.

3. Except as expressly modified by this Amendment, the Agreement and all of its terms and conditions, shall remain in full force and effect.

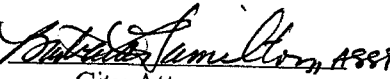
IN WITNESS WHEREOF, the parties hereto agree to all of the covenants and conditions as set forth herein as of the date first written above.

“CITY”

City of Oceanside  
a municipal corporation

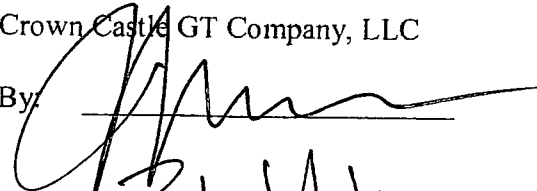
Approved as to form:

By:   
City Manager

By:   
City Attorney

“PERMITTEE”

Crown Castle GT Company, LLC

By: 

Name: Robert Ackerman

Title: Area President

**NOTARY ACKNOWLEDGEMENT OF PERMITTEE’S SIGNATURE MUST BE ATTACHED.**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

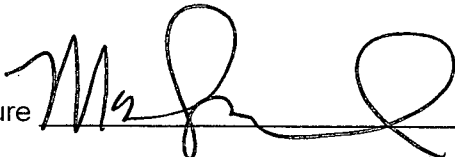
State of ~~California~~ Arizona  
County of Maricopa

On June 5<sup>th</sup> before me, Robert Acterman  
(insert name and title of the officer)

personally appeared Mary Spiewak  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



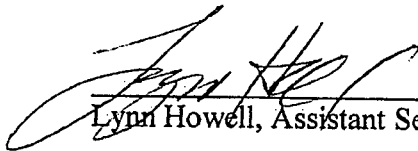
**CROWN CASTLE GT COMPANY LLC**

**ASSISTANT SECRETARY'S CERTIFICATE**

I, Lynn Howell, do hereby certify that I am the Assistant Secretary of Crown Castle GT Company LLC, a Delaware limited liability company (the "Company") and further CERTIFY that:

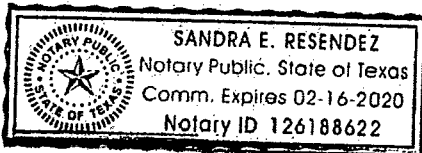
1. Robert Ackerman is the Area President – West Area of the Company and continues to hold such office as of the date below; and
2. pursuant to the Commitment Authority Policy of the Company dated August 4, 2016 an Area President – West Area of the Company is authorized to execute agreements relating to the Company having an aggregate expenditure limit of up to \$1,000,000.

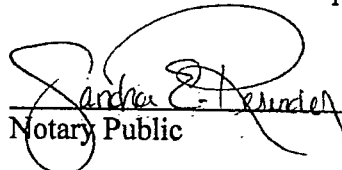
IN WITNESS WHEREOF, I have hereunto subscribed my name this 21<sup>st</sup> day of June, 2017.

  
\_\_\_\_\_  
Lynn Howell, Assistant Secretary

STATE OF TEXAS  
COUNTY OF HARRIS

This certificate was subscribed and sworn before me on the 21<sup>st</sup> day of June, 2017, by Lynn Howell, Assistant Secretary of Crown Castle CT Company LLC.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2/16/2020

## SECOND AMENDMENT TO PROPERTY LEASE AGREEMENT

This Second Amendment to Property Lease Agreement (the "Second Amendment") dated, September 8, 2010, by and between the City of Oceanside, a municipal corporation (the "City") and Crown Castle GT Company LLC (the "Lessee").

### RECITALS

WHEREAS, the City and Lessee's predecessor in interest, U.S. West Cellular entered into that certain Property Lease Agreement, dated as June 30, 1990 ("Agreement"), for the lease of city-owned property known as Henie Hills Reservoir, Oceanside, CA hereinafter referred to as the "Property";

WHEREAS, Crown Castle GT Company LLC is currently the Lessee under the Agreement as more fully set forth in the Assignment and Assumption Agreement recorded on April 16, 2004 as Instrument No. 2004-0332640 in the Office of the San Diego County Recorder, California;

WHEREAS, the original term of the Agreement would have expired February 28, 1996, but Lessee exercised three (3) consecutive five (5)-year options to renew the Agreement, extending the term to February 28, 2011;

WHEREAS, the Agreement was amended by that certain First Amendment to Property Lease Agreement dated January 16, 2008 ("First Amendment") and provides for an additional five (5) years to expire on February 28, 2016 and two (2) additional five-year options to renew the Agreement with each renewal requiring City approval; and

WHEREAS, the City and Lessee desire to further amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Lessee agree as follows:

### AGREEMENT

1. **SECTION 1 USES, Subsection 1.01 Premises.** Shall be amended by adding the following Subsection 1.01a:

"Except in an emergency situation, any such ingress or egress over City-owned property to access the premises shall be accompanied by a City employee after Lessee has provided telephonic and/or e-mail notice to the City of the need to access the premises.

City agrees to respond to Lessee's request within twenty-four (24) hours or as soon as is reasonably possible given the date and time of the telephonic and/or e-mail notice."

2. **SECTION 1 USES, Subsection 1.03 Related Council Actions**. Shall be amended by adding the following language:

"It is expressly understood by Lessee that any use of the premises by a sublessee as set forth in this Second Amendment will need to comply with all regulatory requirements, including, but not limited to, City of Oceanside ordinances regarding telecommunication facilities at the premises, and Federal Communication Commission regulations."

3. **SECTION 2 TERM, Subsection 2.05 Renewal Options**. Shall be deleted in its entirety and replaced with the following:

"Lessee shall have four (4) successive five (5)-year options to renew this Agreement. These options may be exercised by providing written notice to the City at least one hundred and eighty (180) days prior to the expiration of the term or renewal period of this Agreement as applicable. If Lessee exercises its renewal options above, such extension shall not be valid unless approved by the Oceanside City Council. Provided, however, in the event Lessee does not sublease to Second Co-Locator, as hereinafter described, Lessee shall have only two (2) successive five (5)-year options to renew this Agreement."

4. **SECTION 4 ASSIGNMENT, Subsection 4.02 Assignment and Subletting**, shall be deleted in its entirety and replaced with the following:

"Except to Lessee's affiliates and subsidiaries, Lessee shall not assign this Agreement, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents and guests of Lessee, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance, in his or her sole and absolute discretion. Provided, however, Lessee shall be permitted to sublease as set forth in Subsection 4.02a-c below. Consent to any assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of City, terminate this Agreement.

"Assignment", for the purposes of this clause shall include any transfer of any ownership interest in this Agreement by Lessee or by any partners, principals, or stockholders, as the case may be, from the original Lessee, its general partners or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions and

provisions of this Agreement which are applicable to the rights acquired.

**a. Permitted Sublease.** The City hereby consents to a sublease of a portion of the premises to Clearwire US LLC, a Nevada limited liability company (the "Second Co-Locator") and the Approved Third, Fourth and Fifth Co-Locators described in Subsection 4.02c below, subject to a use of said portion of the premises similar to Lessee, provided said Co-Locators are licensed by the Federal Communications Commission. In the event the Third, Fourth or Fifth Co-Locator is not a telecommunication service provider similar to Lessee and Second Co-Locator, such approval shall also extend to a provider whose use benefits the overall general public (e.g., a hospital).

**b. Permitted Sublease Rent.** In consideration for City's consent to Lessee's sublease to the Second Co-Locator, Lessee agrees to pay City [REDACTED] of all revenue actually received by Lessee from the Second Co-Locator for the use of a portion of the premises, within thirty (30) days after receipt of such payment by Lessee. Lessee shall have no obligation for payment to the City of such rent if not actually received by Lessee. Non-payment of such rent by the Second Co-Locator shall not be a default under this Agreement unless the Second Co-Locator continues to use a portion of the premises. Lessee, subject to the terms and conditions of this Agreement, shall have the sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the premises to the Second Co-Locator, and there shall be no express or implied obligation of Lessee to do so.

**c. Additional Sublease Rent.** If Lessee subleases, licenses or grants a similar right of use or occupancy in the premises to an unaffiliated third party pursuant to Subsection 4.02a above, Lessee agrees to pay to City a percentage of all revenues actually received by Lessee in accordance with the following additional sublease rent schedule and subject to the same terms as set forth in Subsection 4.02b above:

1. Approved Third Co-Locator: [REDACTED]
2. Approved Fourth Co-Locator: [REDACTED]
3. Approved Fifth Co-Locator: [REDACTED]

5. **SECTION 7 GENERAL PROVISIONS, Subsection 7.01 Notices.** Shall be amended as follows:

"Lessee's Primary Contact: Crown Castle GT Company, LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

City: City of Oceanside  
Property Management Division  
Attn: Real Estate Manager  
300 North Coast Highway  
Oceanside, CA 92054

6. **Second Amendment Commencement Date.** The parties agree and acknowledge that the commencement date of the Second Amendment ("Commencement Date") shall be the earlier of (a) January 1, 2011, or (b) the date construction commences for the installation of equipment at the premises for the Second Co-Locator. The parties further agree and acknowledge that the Lessee's obligation to pay sublease rent shall become effective as of the Commencement Date and that Lessee shall have no obligation to pay sublease rent in the event the zoning application for the Second Co-Locator is denied or the Second Co-Locator otherwise determines not to install its equipment at the premises.

7. **Ratification.** The City and Lessee agree that: (a) Lessee is the current lessee under the Agreement; the Agreement is in full force and effect, as it may have been previously amended and as amended herein; and the Agreement contains the entire agreement between the City and Lessee with respect to the premises; and (b) the City and Lessee agree that any and all known actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified by the parties, and the parties agree that no breaches or defaults exist as of the date of this Second Amendment.

8. **Internal Revenue Service Form W-9.** The City agrees to use reasonable efforts to provide Lessee with a completed Internal Revenue Service Form W-9, or its equivalent, upon execution of this Second Amendment or as or as reasonably practical thereafter, and at such other times as reasonably requested by Lessee.

9. **Remainder of Lease Unaffected.** Except as expressly modified by this Second Amendment, the Agreement and all of its terms and conditions, shall remain in full force and effect. In the event of any conflicts or inconsistency between the terms of this Second Amendment and the Agreement, the terms of this Second Agreement shall control. Unless otherwise expressly defined herein, the terms in this Second Amendment shall have the same meanings assigned to such terms in the Agreement. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

10. **Memorandum.** Upon execution of this Second Amendment, the parties shall promptly execute a memorandum of the Agreement, as amended herein, in the form and substance of attached Exhibit "A", which instrument may be placed of record.

IN WITNESS WHEREOF, the parties hereto agree to all of the covenants and conditions as set forth herein as of the date first written above.

"City"

City of Oceanside  
a municipal corporation

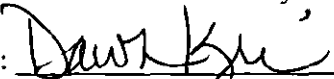
Approved as to form:

By:   
City Manager

By: , A.B.S.T.  
City Attorney

"Lessee"

Crown Castle GT Company LLC  
a Delaware limited liability company

By: 

Name: Dawn Kreih

Its: Property Manager

**NOTARY ACKNOWLEDGEMENT OF LESSEE'S SIGNATURE MUST BE ATTACHED**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE

On SEPT 9, 2010 before me, ELSA RIVERA - NOTARY PUBLIC

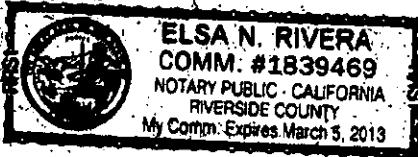
personally appeared DAWN KREIN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Signature]



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

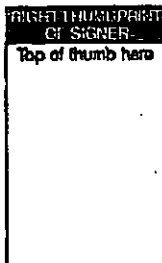
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

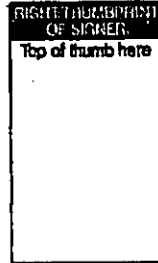
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

## FIRST AMENDMENT TO PROPERTY LEASE AGREEMENT

This First Amendment to Property Lease Agreement ("Amendment") dated, January 16, 2008 by and between the City of Oceanside, a municipal corporation ("CITY") and Crown Castle GT Company LLC ("LESSEE") a subsidiary of Crown Castle USA.

### R E C I T A L S

**WHEREAS**, the CITY and LESSEE'S predecessor in interest, U.S. West Cellular entered into that certain Property Lease Agreement, dated as June 30, 1990 ("Agreement"), for the lease of city-owned property known as Henie Hills Reservoir, Oceanside, CA, hereinafter referred to as the "Property",

**WHEREAS**, the original term of the Agreement expired February 28, 1996 and Lessee has exercised its three (3) consecutive five (5) year options to renew the Agreement, extending the term of the Agreement to February 28, 2011

**WHEREAS**, LESSEE is now desirous of further extending the term of the Agreement an additional five (5) years to expire on February 28, 2016, adjusting the rent and being given two (2) additional five (5) year options to renew the Agreement with each renewal requiring City approval.

### A G R E E M E N T

**NOW THEREFORE**, in consideration of the covenants and conditions contained herein, the parties hereto agree to amend the Agreement as follows:

1. **SECTION 2: TERM, Subsection 2.01 Commencement.** First paragraph shall be deleted in its entirety and replaced with the following:

**2.01 Term.** The original commencement date of this Agreement is March 1, 1991 and term of this Agreement shall expire on February 28, 2016.

2. **SECTION 2: Subsection 2.05 Renewal Options.** Shall be deleted in its entirety and replaced with the following:

"LESSEE shall have two (2) successive five (5) year options to renew this Agreement. These options may be exercised by providing written notice to the CITY at least one hundred and eighty (180) days prior to the expiration of the term or renewal period of this Agreement as applicable. If Lessee exercises its renewal options above, such extension shall not be valid unless approved by the City Council."

3. **SECTION 3: RENT, Subsection 3.02 Rent. A. Rent Amount.** Shall be deleted in its entirety and replaced with the following:

“Commencing on March 1, 2007, the annual rent shall be [REDACTED], payable monthly in advance at the rate of [REDACTED] on or before the first day of each new month. Beginning March 1, 2008 and annually thereafter, said rent is subject to adjustments based on increases, if any, in the Consumer Price Index (“CPI”) and/or as renegotiated for any subsequent renewal period as more particularly hereinafter provided.”

4. Except as expressly modified by this Amendment, the Agreement and all of its terms and conditions, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to all of the covenants and conditions as set forth herein as of the date first written above.

“CITY”

City of Oceanside  
a municipal corporation

Approved as to form:

By: *Peter Harris*  
City Manager

By: *Christina Samalita*, ASSY.  
City Attorney

“PERMITTEE”

Crown Castle GT Company, LLC

By: *R. Christopher Mooney*  
Name: **R.Christopher Mooney**  
**Director - Land Acquisition Operations**

Title: \_\_\_\_\_

# ALL PURPOSE ACKNOWLEDGMENT

STATE OF Texas }

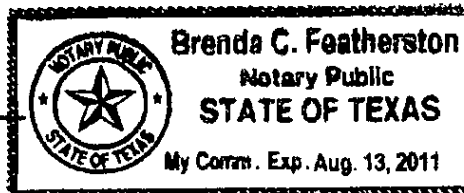
COUNTY OF Harris }

On this 14 day of April, 2008 before me Brenda C. Featherston, Notary Public, personally appeared R. Christopher Mooney, the Director of CROWN CASTLE GT COMPANY LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(NOTARY SEAL)

**ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.**

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.**

Title of Document Type: First Amendment to Property Lease Agreement

Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_

Signer(s) Other Than Named Above \_\_\_\_\_

1941

1942

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**CROWN CASTLE NAMED INSURED LIST**

AZ-CLEC, LLOC  
CA-CLEC LLC  
CCMM I LLC  
CROWN ATLANTIC COMPANY LLC  
CROWN CASTLE GT COMPANY LLC  
CROWN CASTLE INTERNATIONAL CORP.  
CROWN CASTLE INTERNATIONA CORP. DE PUERTO RICO  
CROWN CASTLE MU LLC  
CROWN CASTLE OPERATING COMPANY  
CROWN CASTLE PR LLC  
CROWN CASTLE PT INC.  
CROWN CASTLE SOLUTIONS CORP.  
CROWN CASTLE SOUTH LLC  
CROWN CASTLE TOWERS 05 LLC  
CROWN TOWERS 06 LLC  
CROWN CASTLE TOWERS 06-2 LLC  
CROWN CASTLE TOWERS LLC  
CROWN CASTLE USA INC.  
CROWN COMMUNICATION INC.  
CROWN COMMUNICATION NEW YORK INC.  
DC-CLEC LLC  
FL-CLEC LLC  
IL-CLEC LLC  
IN-CLEC LLC  
MD CLEC LLC  
MOBILE MEDIA CALIFORNIA LLC  
MODEO LLC  
NJ-CLEC LLC  
NV-CLEC LLC  
NY-CLEC LLC  
PA-CLEC LLC  
VA-CLEC LLC  
WA-CLEC LLC  
CCGS HOLDINGS LLC  
GLOBAL SIGNAL INC.  
PINNACLE TOWERS LLC  
PINNACLE TOWERS ASSET HOLDING LLC  
PINNACLE TOWERS ACQUISITION LLC  
PINNACLE TOWERS LIMITED  
GLOBA SIGNAL ACQUISITIONS LLC  
GLOBAL SIGNA ACQUISITIONS II LLC  
GLOBAL SIGNAL ACQUISITIONS III LLC  
GLOBAL SIGNAL ACQUISITIONS IV LLC  
GOLDEN STATE TOWERS LLC  
SHAFFER & ASSOCIATES INC.  
SIERRA TOWERS INC.  
TOWER VENTURES III LLC

**ORIGINAL**

CA-0936

By (initials) LS Date 11-2-01 BUN 814676

COD update \_\_\_\_\_ Lease/License # \_\_\_\_\_

Site ID CA0936 Doc Type I

*EL Camino*

**PROPERTY LEASE AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF OCEANSIDE**

**AND**

**U. S. WEST CELULAR**

**FOR THE LEASE OF CITY OWNED REAL PROPERTY**

**LOCATED AT**

**HENIE HILLS RESERVOIR**

**DATED**

**JUNE 13, 1990**

**ORIGINAL**

CA-0936

**PROPERTY LEASE AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF OCEANSIDE**

**AND**

**U. S. WEST CELULAR**

**FOR THE LEASE OF CITY OWNED REAL PROPERTY**

**LOCATED AT**

**HENIE HILLS RESERVOIR**

**DATED**

**JUNE 13, 1990**

---

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**LEASE INDEX**

<b><u>SECTION</u></b>	<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>SECTION 1:</b>	<b>USES</b>	
1.01	Premises	1
1.02	Uses	1
1.03	Related Council Actions	2
1.04	Quiet Possession	2
1.05	Easements and Reservations	3
<b>SECTION 2:</b>	<b>TERM</b>	
2.01	Commencement	3
2.02	Holdover	4
2.03	Quitclaim of LESSEE'S Interest	4
2.04	Surrender of Premises	5
2.05	Renewal Options	5
2.06	Termination	5
<b>SECTION 3:</b>	<b>RENT</b>	
3.01	Time and Place of Payment	6
3.02	Rent	6
3.03	Inspection of Records	10
3.04	Delinquent Rent	10
<b>SECTION 4:</b>	<b>ASSIGNMENT</b>	
4.01	Time is of Essence; Provisions Binding on Successors	10
4.02	Assignment and Subletting	11
4.03	Encumbrance	11
4.04	Defaults and Remedies	13
4.05	Eminent Domain	16

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**LEASE INDEX**

<b>SECTION 5:</b>	<b>INSURANCE RISKS/SECURITY</b>	
5.01	Indemnity	17
5.02	Insurance	18
5.03	Waste, Damage, or Destruction	20
<b>SECTION 6:</b>	<b>IMPROVEMENTS/ALTERATIONS/REPAIRS</b>	
6.01	Acceptance of Premises	20
6.02	Entry and Inspection	21
6.03	Maintenance	22
6.04	Improvements/Alterations	22
6.05	Utilities	22
6.06	Liens	22
6.07	Taxes	23
6.08	Signs	23
6.09	Ownership of Improvements	24
<b>SECTION 7:</b>	<b>GENERAL PROVISIONS</b>	
7.01	Notices	25
7.02	Compliance with Law	25
7.03	CITY Approval	26
7.04	Nondiscrimination	26
7.05	Equal Opportunity	26
7.06	Partial Invalidity	26
7.07	Legal Fees	27
7.08	Number and Gender	27
7.09	Captions	27
7.10	Entire Understanding	27
<b>SECTION 8:</b>	<b>SPECIAL PROVISIONS</b>	
	Not Applicable	28
<b>SECTION 9:</b>	<b>SIGNATURES</b>	
9.01	Signature Page	29

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

LEASE INDEX

SECTION 10:

EXHIBITS

10.01

Exhibit A-Legal and Plat of  
Leased Premises

30

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

THIS LEASE AGREEMENT is executed between the CITY OF OCEANSIDE, a municipal corporation, hereinafter called "CITY", and U. S. WEST CELLULAR, hereinafter called "LESSEE".

**1.01 Premises.**

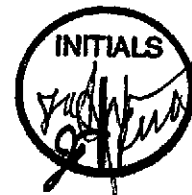
CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of Oceanside, County of San Diego, State of California, generally known as HENIE HILLS RESERVOIR, described in Exhibit "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."

CITY further grants to LESSEE the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way and easement extending from the nearest public right-of-way, to the leased premises, CITY agrees to execute any such easement documents as may be required by any and all utility companies in connection with LESSEE's use of the leased premises. The leased premises, right-of-way and easement for ingress, egress and utilities are described herein in Exhibit "A", and its subparts, attached hereto and made apart hereof by this reference. CITY also hereby grants to LESSEE the right to obtain metes and bounds legal description and/or a survey of said Property, and said metes and bounds legal description and/or survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A", and its subparts. Cost of such work shall be paid by LESSEE.

**1.02 Uses.**

It is expressly agreed that the premises, consisting of approximately 1500 square feet of land, is leased to

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**



LESSEE solely and exclusively for the purpose of constructing, installing, maintaining and operating **cellular communications facilities**, consisting of an approximate 50<sup>15</sup> foot tower and an approximate 12 x 36 foot modular building, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever, provided that such consent shall not be unreasonably withheld.

After the necessary approvals, permits and licenses have been obtained, LESSEE covenants and agrees to use the premises for the above specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

**1.03 Related Council Actions.**

By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes, but is not limited to rezoning, variances, conditional use permits, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the leased premises.

**1.04 Quiet Possession.**

LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the City Manager of the CITY a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the premises.

**1.05 Easements and Reservations.**

- a. **Subsurface Rights.** CITY hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the premises.
- b. **Easements.** CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. **Right to Enter.** CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the premises. CITY will not reimburse LESSEE for damages, if any, to the permanent improvements, located on the leased premises resulting from CITY exercising the rights reserved in this agreement. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights. CITY's use of the premises is paramount to that of LESSEE's use, provided that at all times CITY shall use its best efforts not to interfere with LESSEE's use of the leased premises.

**SECTION 2:       TERM**

**2.01 Commencement.**

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

Regardless of the date of execution by the City Manager, the term of this agreement shall be five (5) years commencing on the date of building permit issuance by the City of Oceanside, but in no event shall the commencement date be beyond six (6) months after the execution date of this agreement.

It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining, after the execution date of this Agreement, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to LESSEE is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that LESSEE will be unable to use that Property for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to CITY in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the CITY as evidenced by the return receipt. All rentals paid for the lease of the Property to said termination date shall be retained by CITY.

**2.02 Holdover.**

Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.

**2.03 Quitclaim of LESSEE'S Interest.**

On termination of this lease for any reason, LESSEE shall

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

deliver to CITY a quitclaim deed in recordable form quitclaiming all its rights in and to the premises. LESSEE or its successor in interest shall deliver the same within five (5) days after receiving written demand therefor. CITY may record such deed only on the expiration or earlier termination of this lease. If LESSEE fails or refuses to deliver the required deed, the CITY may prepare and record a notice reciting LESSEE's failure to execute this lease provision and the notice will be conclusive evidence of the termination of this lease and all LESSEE's rights to the premises.

**2.04 Surrender of Premises.**

At the expiration or earlier termination of this lease, LESSEE shall surrender the premises to CITY free and clear of all liens and encumbrances, except those liens and encumbrances which existed on the date of execution hereof, and in a decent, safe and sanitary condition. In the case of termination of this lease by CITY prior to the end of the specified lease term, any liens and encumbrances must be approved in writing by the City Manager.

**2.05 Renewal Options.**

At the end of the initial term of this agreement, the LESSEE has the option to renew this agreement for three additional and successive five year periods. These options may be exercised by providing written notice to the City one hundred and eighty (180) days prior to the expiration of the term or renewal period of this agreement.

**2.06 Termination.**

This lease may be terminated by the City in the event the Lessee fails to provide the intended improvements to the property as described in this agreement within two years of the execution date of this agreement.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**SECTION 3: RENT**

**3.01 Time and Place of Payment.**

Rent is due monthly in advance on or before the first day of each new month. Checks should be made payable to the City of Oceanside and mailed to the City of Oceanside, Engineering Department, Real Property Division, 300 North Hill Street, Oceanside, CA. 92054. The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Property Department. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

**3.02 Rent.**

- A. **Rent Amount.** The initial, non-refundable deposit amount due upon the execution of this agreement is \_\_\_\_\_ Upon the commencement date of the term of this Agreement as outlined in Section 2.01, the annual initial rent established is \_\_\_\_\_ which shall be payable monthly in advance at the rate of \_\_\_\_\_ on or before the first day of each new month. Said rent shall commence no later than six (6) months after the execution date of this agreement.

B.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

- D. Renewal Rent.** The renewal rent for each option period will be renegotiated. The renewal rent will be based on an average of two MAI appraisals of the property value. The cost of these appraisals shall be shared equally by the CITY and the LESSEE. The rent shall not be, however, less than the rent in effect in the last effective year of the term or option period.
- E. Arbitration.** In the event the parties cannot agree to the rent for a rental period, the controversy as to rent for said period shall be determined by three arbitrators. After notice by either party to the other requesting arbitration, one arbitrator shall be appointed by each party. Notice of the appointment shall be given by each party to the other when made. The two arbitrators shall immediately chose a third arbitrator to act with them. If they fail to select a third arbitrator, on application by either party, the third arbitrator shall be promptly appointed by the then presiding judge of the Superior Court of the State of California, County of San Diego, acting in his individual capacity. The party making the application shall give the other party notice of his application. All of the arbitrators shall be qualified real estate appraisers. Each party shall bear the expenses of its own appointed arbitrator and shall bear other expenses pursuant to Section 1284.2 of the Code of Civil Procedure of California. Hearings shall be held in the City of San Diego, California. The award shall be the decision of not less than two of the arbitrators. Said derive from award shall be the rent which Lessor could derive from Lessor's property if it were vacant and made available on the open market for new leasing purposes at the commencement of the rental period under arbitration. For the purpose of this arbitration procedure, the arbitrators shall assume that the Lessor has a fee simple absolute estate. In determining what rent Lessor could derive from said property if it were made available on the open market for new leasing purposes, the arbitrators shall use and analyze only that rental data that is found in the open market place, such as is demanded and received by other Lessors for the same or similar uses. In all cases the award shall be based on recognized real estate appraisal principles and methods. The award determined by the arbitrators shall be effective and

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

retroactive to the first day of the rental period under arbitration. The award shall be in writing in the form of a report that is in accordance with law. The arbitrators shall make copies of their report available to any ethical practice committee of any recognized professional real estate organization. The arbitration shall be conducted under and subject to Section 1280 through 1294.2 of the Code Civil Procedure of California."

**3.03 Inspection of Records.**

Not Applicable.

**3.04 Delinquent Rent.**

If LESSEE fails to pay the rent when due, LESSEE will pay in addition to the unpaid rents, \_\_\_\_\_ of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional \_\_\_\_\_ being a total of \_\_\_\_\_ which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

**SECTION 4:        ASSIGNMENT**

**4.01 Time is of Essence; Provisions Binding on Successors.**

Time is of the essence of all of the terms, covenants and conditions of this lease and, except as otherwise provided herein, all of the terms, covenants and conditions of this lease shall apply to, benefit and bind the successors and assigns of the respective parties, jointly and individually.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**4.02 Assignment and Subletting.**

Except to Lessee's affiliates and subsidiaries, LESSEE shall not assign this lease, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. Such consent by the City Manager shall not be unreasonably withheld. A consent to assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of CITY, terminate this lease.

"Assignment," for the purposes of this clause shall include any transfer of any ownership interest in this lease by LESSEE or by any partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions and provisions of this agreement which are applicable to the rights acquired.

**4.03 Encumbrance.**

Subject to prior consent by CITY, which shall not be unreasonably withheld, LESSEE may encumber this lease, its leasehold estate and its improvements thereon by deed of trust, mortgage, chattel mortgage or other security instrument to assure the payment of a promissory note or notes of LESSEE, upon the express condition that the net proceeds of such loan or loans be devoted exclusively to the purpose of developing and/or improving the leased premises. However, a reasonable portion of the loan proceeds may be disbursed for payment of incidental costs

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

of construction, including but not limited to the following: off-site improvements for service of the premises; on-site improvements; escrow charges; premiums for hazard insurance, or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs such as discounts, interest and commissions; and architectural, engineering and attorney's fees and such other normal expenses incidental to such construction.

Any subsequent encumbrances on the premises or on any permanent improvements thereon, must first have the approval in writing of City Manager. Such subsequent encumbrances shall also be for the exclusive purpose of development of the premises. Provided, however, after the premises are fully developed in accordance with said Development Plan to the satisfaction of the City Manager, proceeds from refinancing or from such subsequent encumbrances may be used to reduce LESSEE'S equity so long as there is also substantial benefit to the CITY therefrom. LESSEE understands and specifically agrees that the City Manager shall have the sole and absolute discretion to approve or disapprove any such proposed subsequent encumbrance including, but not limited to, amending the lease to provide then current rents and provisions.

In the event any such approved deed of trust or mortgage or other security-type instrument should at any time be in default and be foreclosed, or transferred in lieu of foreclosure, the CITY will accept the approved mortgagee or beneficiary thereof; as its new tenant under this lease with all the rights, privileges and duties granted and imposed in this lease.

Any default, foreclosure or sale pursuant to said deed of trust, mortgage or other security instrument, shall be invalid with respect to this lease without prior notice thereof to CITY. Upon prior written approval by CITY, said mortgagee or beneficiary may assign this lease to its nominee, if nominee is a reputable, qualified and financially responsible person in the opinion of CITY. Any deed of trust, mortgage or other security instrument shall be subject to all of the terms, covenants and

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

conditions of this lease and shall not be deemed to amend or alter any of the terms, covenants or conditions hereof.

**4.04 Defaults and Remedies.**

**a. Default.** In the event that:

- (1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty day period and diligently pursue such cure to completion; or
- (2) LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) LESSEE shall be adjudicated a bankrupt; or
- (4) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 4.04 a(1), Default and Remedies, hereof, is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

In the event that there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s)

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

**b. Remedies.** If the mortgagee or beneficiary shall be required to exercise its right to cure said default(s) through litigation or through foreclosure, the CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:

- (1) CITY may correct said default(s) and charge the costs thereof to the account of LESSEE, which charge shall be due and payable on the date that the rent is next due after presentation by CITY to LESSEE and mortgagee or beneficiary of a statement of said costs.
- (2) CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, CITY and LESSEE or by CITY and mortgagee or beneficiary; or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.
- (3) CITY may terminate this lease as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE agrees to assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition for early payoff of the related obligations by CITY. CITY may, as an alternative, substitute for the terminated LESSEE a new LESSEE reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in releasing to a new tenant shall be the responsibility of the terminated LESSEE, and LESSEE hereby agrees to reimburse CITY for any such

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

costs.

Should the default(s) be not curable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. **Abandonment by LESSEE.** Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.
- d. **Waiver.** Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

of Oceanside and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

**4.05 Eminent Domain.**

If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

- a. **Total Taking.** In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. **Partial Taking.** In the event of a partial taking, if, in the mutual opinion of CITY and LESSEE the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

In the event of a partial taking, if, in the mutual opinion of CITY and LESSEE the remainder of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

- c. **Award.** All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of or damages to LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- d. **Transfer.** CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease.
- e. **No Inverse Condemnation.** The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation so long as such rights do not unreasonably or substantially interfere with LESSEE'S operations.

**SECTION 5:       INSURANCE RISKS/SECURITY**

**5.01 Indemnity.**

CITY and LESSEE, and all parties claiming under them, hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by insurance on the leased premises or covered by insurance in connection with property on, or activities conducted on, the leased premises, regardless of the cause of the damage or loss.

LESSEE shall at all times relieve, indemnify, protect, and save CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs,

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

judgments, civil fines, and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:

- a. **Condition.** Any unsafe or defective condition in or on the premises of any nature whatsoever which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by LESSEE;
- b. **Operation.** Any operation, use, or occupation conducted on the premises by LESSEE;
- c. **Negligence.** Any act, omission, or negligence on the part of LESSEE, its employees, agents, sublessees, invitees, licensees; or
- d. **Compliance.** Any failure by LESSEE to comply or secure compliance with any of the lease terms or conditions.

**5.02 Insurance.**

LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:

- a. **Liability.** Public liability and property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit Liability with an occurrence claims form, if available. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by LESSEE or by authorized representatives of LESSEE on or in connection with the LESSEE's use or operation of the premises.
- b. **Fire.** Fire, extended coverage, and vandalism insurance policy on all LESSEE's insurable property on the premises in an amount to cover 100 percent of the replacement cost.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

- c. Conditions.** All insurance policies will list CITY as an additional insured, protect CITY as its interests may appear, against reasonable legal costs legal costs in defending claims, and will not terminate without sixty (60) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the lease, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance certificate will remain on file with CITY during the entire term of the lease. At least thirty (30) days prior to the expiration of each certificate, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this lease.
- d. Modification.** CITY, at its discretion, may require the revision of amounts and coverage at any time during the term by giving LESSEE sixty (60) days prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the premises. LESSEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.
- e. Accident Reports.** LESSEE shall report to CITY any accident causing more than TEN THOUSAND DOLLARS (\$10,000) worth of property damage or any serious injury to persons on the premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.
- f. Failure to Comply.** If LESSEE fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. LESSEE shall

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection f., if LESSEE fails or refuses to take out or maintain insurance as required in this lease, or fails to provide the proof of insurance, CITY has the right to declare this lease in default without further notice to LESSEE and CITY shall be entitled to exercise all legal remedies in the event of such default.

**5.03 Waste, Damage, or Destruction.**

LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY.

**SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS**

**6.01 Acceptance of Premises.**

CITY hereby grants to LESSEE the right to access property prior to commencement of lease to perform appropriate inspections, tests, investigations and observations. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects in the premises.

**6.02 Entry and Inspection.**

CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said premises are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. LESSEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.

In addition to the above, CITY or any contractor or subcontractor representing CITY shall have the right to enter the premises for the purpose of conducting any maintenance operations. All such maintenance work shall be in accordance with plans and specifications approved by CITY and shall be accomplished in a manner so as to minimize interference with LESSEE'S operation of the leasehold.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**6.03 Maintenance.**

LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. LESSEE will make all repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with all applicable laws. Appropriate codes and standards of City, state and federal agencies shall be observed in all maintenance, repairs and replacements on the premises.

**6.04 Improvements/Alterations.**

No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by LESSEE without prior written approval by the City Manager. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense for any improvements or alterations.

**6.05 Utilities.**

LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises.

**6.06 Liens.**

LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor and materials

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

**6.07 Taxes.**

LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the leased premises, including any licenses or permits. LESSEE recognizes and agrees that this lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

**6.08 Signs.**

LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, LESSEE agrees to remove

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost.

**6.09 Ownership of Improvements and Personal Property.**

- a. LESSEE, upon termination of this Lease Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the leased premises to its original condition, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the leased premises after termination of this Lease Agreement, LESSEE shall pay rent at the existing monthly rate until such time as the removal of personal property and fixtures is completed.
- b. LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.
- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.
- e. Any necessary removal by either CITY or LESSEE which takes place beyond said expiration or termination hereof shall require LESSEE to pay rent to CITY at the rate in effect immediately prior to said

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

expiration or termination.

**SECTION 7: GENERAL PROVISIONS**

**7.01 Notices**

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE as follows:

U. S. WEST Cellular of California, Inc.  
3350 161st Avenue S.E.  
P.O. Box 7329  
Bellevue, WA 98008-1329  
Attn: Real Estate Department

and to CITY as follows:

City of Oceanside  
Engineering Department  
Real Property Division  
300 North Hill Street  
Oceanside, CA 92054

or to any mortgagee, trustee, or beneficiary as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this lease may by like notice designate a different address to which notices shall be sent.

**7.02 Compliance with Law.**

LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, County, State, and Federal Governments, at LESSEE'S sole cost and expense. In

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation,

**7.03 CITY Approval.**

The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.

**7.04 Nondiscrimination.**

LESSEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap in LESSEE'S use of the premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

**7.05 Equal Opportunity.**

LESSEE agrees to abide by CITY'S Equal Opportunity Policy as it exists or is amended to the extent that the program is applicable to this lease. A copy of the program effective as of the date of this lease is on file in the City Clerk's Office and by this reference is part hereof.

**7.06 Partial Invalidity.**

If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**7.07 Legal Fees.**

In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.

**7.08 Number and Gender.**

Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.

**7.09 Captions.**

The lease outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.

**7.10 Entire Understanding.**

This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

**SECTION 8: SPECIAL PROVISIONS**

Not Applicable

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

SECTION 9: SIGNATURES

9.01 Signature Page.

IN WITNESS WHEREOF, this Lease Agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

THE CITY OF OCEANSIDE

Date 9/10/90

By   
City Manager

Date 9/12/90

By   
City Clerk of Oceanside

Date 7-10-90

By   
Lessee

Date \_\_\_\_\_

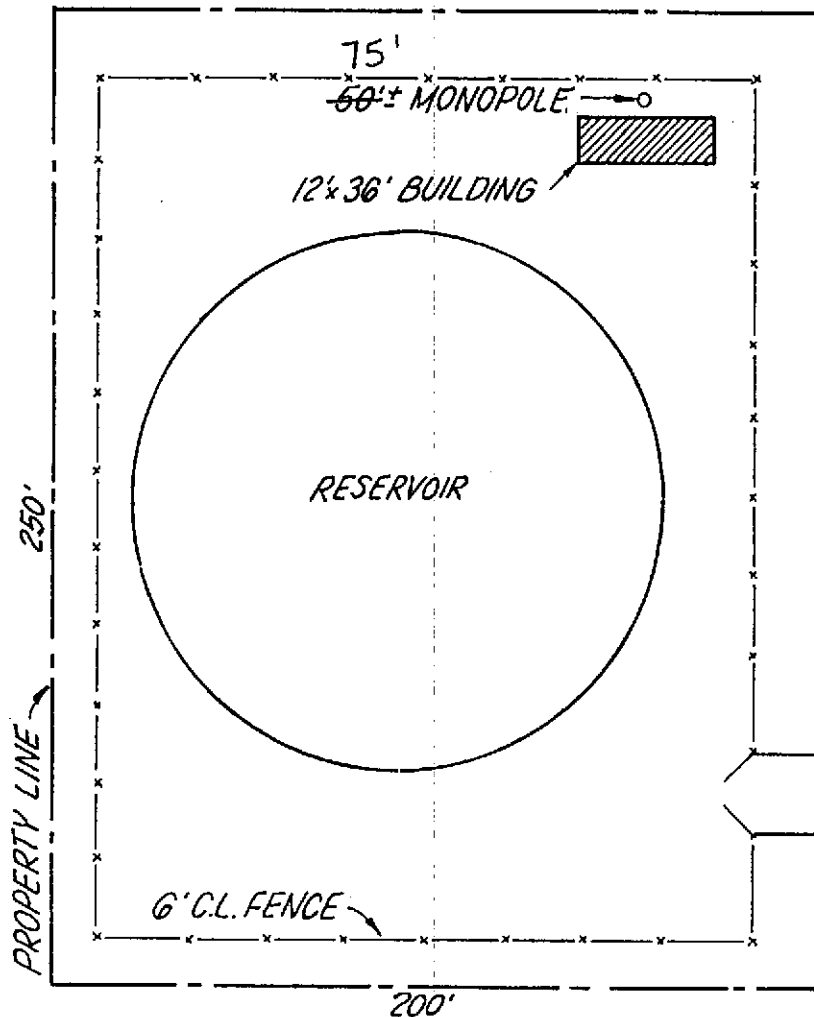
By \_\_\_\_\_  
Lessee

Approved as to Form this \_\_\_\_\_ day \_\_\_\_\_ 199

By   
Asst. City Attorney

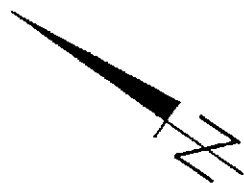
CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

SECTION 10: EXHIBITS



INITIALS  
*[Handwritten Signature]*

PLOT PLAN  
 SCALE 1" = 50'



 DENOTES LEASE SITE

VICINITY MAP NO SCALE

Revision	By	Approved	Date

CITY OF OCEANSIDE

EXHIBIT "A"

U.S. WEST  
 HENIE HILLS LEASE

CITY ENGINEER Date  
 SUPPLEMENTAL DRAWING NO.

EXHIBIT "B"

ALL THAT PORTION OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO U.S. GOVERNMENT SURVEY APPROVED DECEMBER 27, 1870, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 72 DEGREES 10' 21" WEST (SOUTH 71 DEGREES 56' 35" WEST) 85.74 FEET TO A POINT ON THE CENTER LINE AT ENGINEER'S STATION 204 PLUS 18.06, STATE HIGHWAY XI-SD-196-OCN; THENCE NORTH 3 DEGREES 51' 04" WEST 522.06 FEET (NORTH 3 DEGREES 55' 50" WEST 522.72 FEET) TO A POINT LYING 5 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THAT CERTAIN 150 FOOT RIGHT-OF-WAY AS CONDEMNED BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO IN CIVIL CASE NO. 100773, AS RECORDED NOVEMBER 28, 1941 IN BOOK 1279, PAGE 211 OF OFFICIAL RECORDS; THENCE NORTH 57 DEGREES 09' 06" WEST (NORTH 57 DEGREES 04' 20" WEST) 1399.32 FEET PARALLEL TO SAID 150 FOOT RIGHT-OF-WAY; THENCE LEAVING SAID 150 FOOT RIGHT OF WAY NORTH 19 DEGREES 52' 39" EAST (NORTH 19 DEGREES 48' 25" EAST) 569.92 FEET THENCE NORTH 67 DEGREES 30' 36" WEST (NORTH 67 DEGREES 34' 50" WEST) 714.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 58 DEGREES 43' 09" EAST (NORTH 58 DEGREES 38' 15" EAST) 155.11 FEET; THENCE NORTH 31 DEGREES 16' 51" WEST (NORTH 31 DEGREES 21' 05" WEST) 200 FEET; THENCE SOUTH 58 DEGREES 43' 09" WEST (SOUTH 58' 38" 55" WEST) 250.00 FEET; THENCE SOUTH 31 DEGREES 16' 51" EAST (SOUTH 31 DEGREES 21' 05" EAST) 200 FEET; THENCE NORTH 58 DEGREES 43' 09" EAST (NORTH 58 DEGREES 38' 55" EAST) 94.89 FEET TO THE TRUE POINT OF BEGINNING.

216 13 1990

STATE OF CALIFORNIA

## THIRD AMENDMENT TO PROPERTY LEASE AGREEMENT

This Third Amendment to Property Lease Agreement ("Third Amendment") is dated September 20, 2017 by and between the City of Oceanside, a municipal corporation ("CITY") and Crown Castle GT Company LLC ("LESSEE")

### R E C I T A L S

**WHEREAS**, the CITY and LESSEE'S predecessor in interest, U.S. West Cellular entered into that certain Property Lease Agreement, dated June 30, 1990 ("Agreement"), for the lease of city-owned property known as Henie Hills Reservoir, Oceanside, CA, hereinafter referred to as the "Property",

**WHEREAS**, the original expiration date of the Agreement was February 28, 1996 and Lessee's predecessor exercised three (3) consecutive five (5) year options to renew the Agreement, extending the term to February 28, 2011;

**WHEREAS**, the Agreement was amended by that certain First Amendment to Property Lease Agreement dated January 16, 2008 ("First Amendment") and provided for an additional five (5) year extension of the term, to February 28, 2016, and for two (2) additional successive five (5) year options to renew the Agreement, with each renewal requiring City Council approval;

**WHEREAS**, the Agreement was amended by that certain Second Amendment to the Property Lease Agreement dated September 8, 2010 ("Second Amendment") allowing the Lessee Co-Location rights and replacing the two (2) additional five (5) year options to renew with four (4) additional successive five (5) year options to renew this Agreement, provided that if Lessee does not sublease to a Second Co-Locator, as therein described, Lessee shall have only two (2) additional successive five (5) year options to renew this Agreement.

**WHEREAS**, LESSEE is now desirous of extending the term of the Agreement an additional five (5) years, to expire on February 28, 2021.

### A G R E E M E N T

**NOW THEREFORE**, in consideration of the covenants and conditions contained herein, the parties hereto agree to amend the Agreement as follows:

1. **SECTION 2: TERM, Subsection 2.01 Commencement.** First paragraph shall be deleted in its entirety and replaced with the following:

**2.01 Term.** The original commencement date of this Agreement is March 1, 1991 and term of this Agreement shall expire on February 28, 2021.

2. **SECTION 2: TERM**, Subsection **2.05 Renewal Options**. Shall be deleted in its entirety and replaced with the following:

“Lessee shall have three (3) successive five (5) year options to renew this Agreement. These options may be exercised by providing written notice to the City at least one hundred and eighty (180) days prior to the expiration of the term or renewal period of this Agreement as applicable. If Lessee exercises its renewal options above, such extension shall not be valid unless approved by the Oceanside City Council. Provided, however, in the event Lessee does not sublease to Second Co-Locator, as hereinafter described, Lessee shall have only one (1) successive five (5) year option to renew this Agreement”.

3. Except as expressly modified by this Amendment, the Agreement and all of its terms and conditions, shall remain in full force and effect.

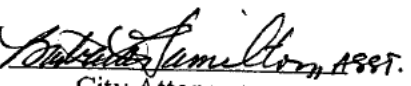
IN WITNESS WHEREOF, the parties hereto agree to all of the covenants and conditions as set forth herein as of the date first written above.

“CITY”

City of Oceanside  
a municipal corporation

Approved as to form:

By:   
City Manager

By:   
City Attorney

“PERMITTEE”

Crown Castle GT Company, LLC

By: 

Name: Robert Ackerman

Title: Area President

**NOTARY ACKNOWLEDGEMENT OF PERMITTEE’S SIGNATURE MUST BE ATTACHED.**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Arizona  
County of Maricopa )

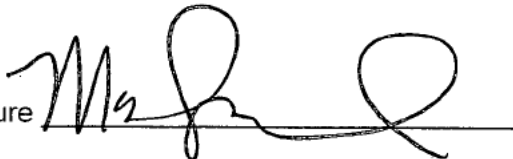
On June 5<sup>th</sup> before me, Robert Acterman  
(insert name and title of the officer)

personally appeared Mary Spiewak,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



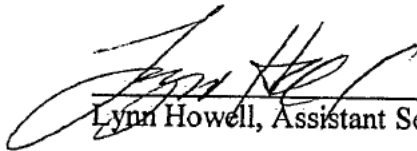
**CROWN CASTLE GT COMPANY LLC**

**ASSISTANT SECRETARY'S CERTIFICATE**

I, Lynn Howell, do hereby certify that I am the Assistant Secretary of Crown Castle GT Company LLC, a Delaware limited liability company (the "Company") and further CERTIFY that:

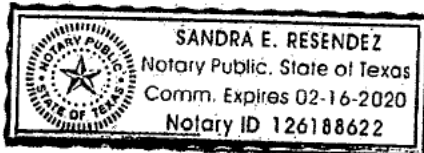
1. Robert Ackerman is the Area President – West Area of the Company and continues to hold such office as of the date below; and
2. pursuant to the Commitment Authority Policy of the Company dated August 4, 2016 an Area President – West Area of the Company is authorized to execute agreements relating to the Company having an aggregate expenditure limit of up to \$1,000,000.

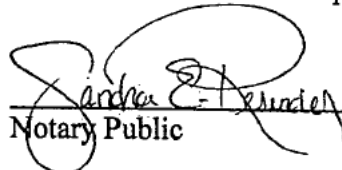
IN WITNESS WHEREOF, I have hereunto subscribed my name this 21<sup>st</sup> day of June, 2017.

  
Lynn Howell, Assistant Secretary

STATE OF TEXAS  
COUNTY OF HARRIS

This certificate was subscribed and sworn before me on the 21<sup>st</sup> day of June, 2017, by Lynn Howell, Assistant Secretary of Crown Castle CT Company LLC.



  
Notary Public

My Commission Expires: 2/16/2020

## SECOND AMENDMENT TO PROPERTY LEASE AGREEMENT

This Second Amendment to Property Lease Agreement (the "Second Amendment") dated, September 8, 2010, by and between the City of Oceanside, a municipal corporation (the "City") and Crown Castle GT Company LLC (the "Lessee").

### RECITALS

WHEREAS, the City and Lessee's predecessor in interest, U.S. West Cellular entered into that certain Property Lease Agreement, dated as June 30, 1990 ("Agreement"), for the lease of city-owned property known as Henie Hills Reservoir, Oceanside, CA hereinafter referred to as the "Property";

WHEREAS, Crown Castle GT Company LLC is currently the Lessee under the Agreement as more fully set forth in the Assignment and Assumption Agreement recorded on April 16, 2004 as Instrument No. 2004-0332640 in the Office of the San Diego County Recorder, California;

WHEREAS, the original term of the Agreement would have expired February 28, 1996, but Lessee exercised three (3) consecutive five (5)-year options to renew the Agreement, extending the term to February 28, 2011;

WHEREAS, the Agreement was amended by that certain First Amendment to Property Lease Agreement dated January 16, 2008 ("First Amendment") and provides for an additional five (5) years to expire on February 28, 2016 and two (2) additional five-year options to renew the Agreement with each renewal requiring City approval; and

WHEREAS, the City and Lessee desire to further amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Lessee agree as follows:

### AGREEMENT

1. **SECTION 1 USES, Subsection 1.01 Premises.** Shall be amended by adding the following Subsection 1.01a:

"Except in an emergency situation, any such ingress or egress over City-owned property to access the premises shall be accompanied by a City employee after Lessee has provided telephonic and/or e-mail notice to the City of the need to access the premises.

City agrees to respond to Lessee's request within twenty-four (24) hours or as soon as is reasonably possible given the date and time of the telephonic and/or e-mail notice."

2. **SECTION 1 USES, Subsection 1.03 Related Council Actions**. Shall be amended by adding the following language:

"It is expressly understood by Lessee that any use of the premises by a sublessee as set forth in this Second Amendment will need to comply with all regulatory requirements, including, but not limited to, City of Oceanside ordinances regarding telecommunication facilities at the premises, and Federal Communication Commission regulations."

3. **SECTION 2 TERM, Subsection 2.05 Renewal Options**. Shall be deleted in its entirety and replaced with the following:

"Lessee shall have four (4) successive five (5)-year options to renew this Agreement. These options may be exercised by providing written notice to the City at least one hundred and eighty (180) days prior to the expiration of the term or renewal period of this Agreement as applicable. If Lessee exercises its renewal options above, such extension shall not be valid unless approved by the Oceanside City Council. Provided, however, in the event Lessee does not sublease to Second Co-Locator, as hereinafter described, Lessee shall have only two (2) successive five (5)-year options to renew this Agreement."

4. **SECTION 4 ASSIGNMENT, Subsection 4.02 Assignment and Subletting**, shall be deleted in its entirety and replaced with the following:

"Except to Lessee's affiliates and subsidiaries, Lessee shall not assign this Agreement, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents and guests of Lessee, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance, in his or her sole and absolute discretion. Provided, however, Lessee shall be permitted to sublease as set forth in Subsection 4.02a-c below. Consent to any assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of City, terminate this Agreement.

"Assignment", for the purposes of this clause shall include any transfer of any ownership interest in this Agreement by Lessee or by any partners, principals, or stockholders, as the case may be, from the original Lessee, its general partners or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions and

provisions of this Agreement which are applicable to the rights acquired.

**a. Permitted Sublease.** The City hereby consents to a sublease of a portion of the premises to a Nevada limited liability company (the "Second Co-Locator") and the Approved Third, Fourth and Fifth Co-Locators described in Subsection 4.02c below, subject to a use of said portion of the premises similar to Lessee, provided said Co-Locators are licensed by the Federal Communications Commission. In the event the Third, Fourth or Fifth Co-Locator is not a telecommunication service provider similar to Lessee and Second Co-Locator, such approval shall also extend to a provider whose use benefits the overall general public (e.g., a hospital).

**b. Permitted Sublease Rent.** In consideration for City's consent to Lessee's sublease to the Second Co-Locator, Lessee agrees to pay City of all revenue actually received by Lessee from the Second Co-Locator for the use of a portion of the premises, within thirty (30) days after receipt of such payment by Lessee. Lessee shall have no obligation for payment to the City of such rent if not actually received by Lessee. Non-payment of such rent by the Second Co-Locator shall not be a default under this Agreement unless the Second Co-Locator continues to use a portion of the premises. Lessee, subject to the terms and conditions of this Agreement, shall have the sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the premises to the Second Co-Locator, and there shall be no express or implied obligation of Lessee to do so.

**c. Additional Sublease Rent.** If Lessee subleases, licenses or grants a similar right of use or occupancy in the premises to an unaffiliated third party pursuant to Subsection 4.02a above, Lessee agrees to pay to City a percentage of all revenues actually received by Lessee in accordance with the following additional sublease rent schedule and subject to the same terms as set forth in Subsection 4.02b above:

- |    |                             |                             |
|----|-----------------------------|-----------------------------|
| 1. | Approved Third Co-Locator:  | <b>Thirty Percent (30%)</b> |
| 2. | Approved Fourth Co-Locator: | <b>Forty Percent (40%)</b>  |
| 3. | Approved Fifth Co-Locator:  | <b>Fifty Percent (50%)</b>  |

5. **SECTION 7 GENERAL PROVISIONS, Subsection 7.01 Notices.** Shall be amended as follows:

"Lessee's Primary Contact: Crown Castle GT Company, LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

City: City of Oceanside  
Property Management Division  
Attn: Real Estate Manager  
300 North Coast Highway  
Oceanside, CA 92054”

6. **Second Amendment Commencement Date.** The parties agree and acknowledge that the commencement date of the Second Amendment (“Commencement Date”) shall be the earlier of (a) January 1, 2011, or (b) the date construction commences for the installation of equipment at the premises for the Second Co-Locator. The parties further agree and acknowledge that the Lessee’s obligation to pay sublease rent shall become effective as of the Commencement Date and that Lessee shall have no obligation to pay sublease rent in the event the zoning application for the Second Co-Locator is denied or the Second Co-Locator otherwise determines not to install its equipment at the premises.

7. **Ratification.** The City and Lessee agree that: (a) Lessee is the current lessee under the Agreement; the Agreement is in full force and effect, as it may have been previously amended and as amended herein; and the Agreement contains the entire agreement between the City and Lessee with respect to the premises; and (b) the City and Lessee agree that any and all known actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified by the parties, and the parties agree that no breaches or defaults exist as of the date of this Second Amendment.

8. **Internal Revenue Service Form W-9.** The City agrees to use reasonable efforts to provide Lessee with a completed Internal Revenue Service Form W-9, or its equivalent, upon execution of this Second Amendment or as or as reasonably practical thereafter, and at such other times as reasonably requested by Lessee.

9. **Remainder of Lease Unaffected.** Except as expressly modified by this Second Amendment, the Agreement and all of its terms and conditions, shall remain in full force and effect. In the event of any conflicts or inconsistency between the terms of this Second Amendment and the Agreement, the terms of this Second Agreement shall control. Unless otherwise expressly defined herein, the terms in this Second Amendment shall have the same meanings assigned to such terms in the Agreement. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

10. **Memorandum.** Upon execution of this Second Amendment, the parties shall promptly execute a memorandum of the Agreement, as amended herein, in the form and substance of attached Exhibit "A", which instrument may be placed of record.

IN WITNESS WHEREOF, the parties hereto agree to all of the covenants and conditions as set forth herein as of the date first written above.

"City"

City of Oceanside  
a municipal corporation

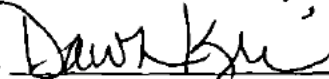
Approved as to form:

By:   
City Manager

By: , P.S.T.  
City Attorney

"Lessee"

Crown Castle GT Company LLC  
a Delaware limited liability company

By: 

Name: Dawn Kreib

Its: Property Manager

**NOTARY ACKNOWLEDGEMENT OF LESSEE'S SIGNATURE MUST BE ATTACHED**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE

On SEPT 9, 2010 before me,

ELSA RIVERA - NOTARY PUBLIC  
Here Insert Name and Title of the Officer

personally appeared DAWN KREIN

Name(s) of Signer(s)

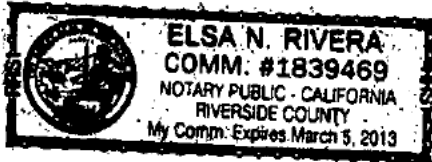
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



## FIRST AMENDMENT TO PROPERTY LEASE AGREEMENT

This First Amendment to Property Lease Agreement ("Amendment") dated, January 16, 2008 by and between the City of Oceanside, a municipal corporation ("CITY") and Crown Castle GT Company LLC ("LESSEE") a subsidiary of Crown Castle USA.

### R E C I T A L S

**WHEREAS**, the CITY and LESSEE'S predecessor in interest, U.S. West Cellular entered into that certain Property Lease Agreement, dated as June 30, 1990 ("Agreement"), for the lease of city-owned property known as Henie Hills Reservoir, Oceanside, CA, hereinafter referred to as the "Property",

**WHEREAS**, the original term of the Agreement expired February 28, 1996 and Lessee has exercised its three (3) consecutive five (5) year options to renew the Agreement, extending the term of the Agreement to February 28, 2011

**WHEREAS**, LESSEE is now desirous of further extending the term of the Agreement an additional five (5) years to expire on February 28, 2016, adjusting the rent and being given two (2) additional five (5) year options to renew the Agreement with each renewal requiring City approval.

### A G R E E M E N T

**NOW THEREFORE**, in consideration of the covenants and conditions contained herein, the parties hereto agree to amend the Agreement as follows:

1. **SECTION 2: TERM, Subsection 2.01 Commencement**. First paragraph shall be deleted in its entirety and replaced with the following:

**2.01 Term**. The original commencement date of this Agreement is March 1, 1991 and term of this Agreement shall expire on February 28, 2016.

2. **SECTION 2: Subsection 2.05 Renewal Options**. Shall be deleted in its entirety and replaced with the following:

"LESSEE shall have two (2) successive five (5) year options to renew this Agreement. These options may be exercised by providing written notice to the CITY at least one hundred and eighty (180) days prior to the expiration of the term or renewal period of this Agreement as applicable. If Lessee exercises its renewal options above, such extension shall not be valid unless approved by the City Council."

3. **SECTION 3: RENT, Subsection 3.02 Rent. A. Rent Amount.** Shall be deleted in its entirety and replaced with the following:

“Commencing on March 1, 2007, the annual rent shall be \_\_\_\_\_, payable monthly in advance at the rate of \_\_\_\_\_ on or before the first day of each new month. Beginning March 1, 2008 and annually thereafter, said rent is subject to adjustments based on increases, if any, in the Consumer Price Index (“CPI”) and/or as renegotiated for any subsequent renewal period as more particularly hereinafter provided.”

4. Except as expressly modified by this Amendment, the Agreement and all of its terms and conditions, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to all of the covenants and conditions as set forth herein as of the date first written above.

“CITY”

City of Oceanside  
a municipal corporation


Approved as to form:

By:   
City Manager

By: , ASSIST.  
City Attorney

“PERMITTEE”

Crown Castle GT Company, LLC

By:   
Name: R.Christopher Mooney  
Director - Land Acquisition Operations

Title: \_\_\_\_\_

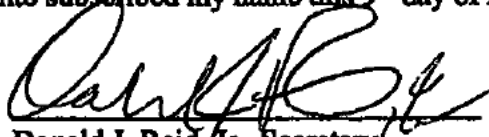
**CROWN CASTLE GT COMPANY LLC**

**SECRETARY'S CERTIFICATE**

I, Donald J. Reid, Jr., do hereby certify that I am the Secretary of Crown Castle GT Company LLC, a Delaware limited liability company (the "Company"), and further certify that:

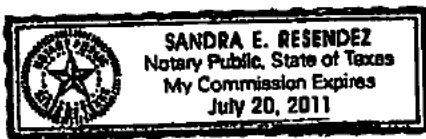
1. R. Christopher Mooney currently serves as the Director of Land Acquisition Operations of the Company.
2. pursuant to the Commitment Authority Policy of the Company dated September 1, 2007, a Director of Land Acquisition Operations is authorized to execute agreements relating to the Company having an aggregate expenditure limit of up to \_\_\_\_\_ without the Property Committee approval and up to \_\_\_\_\_ with the approval of the Property Committee.

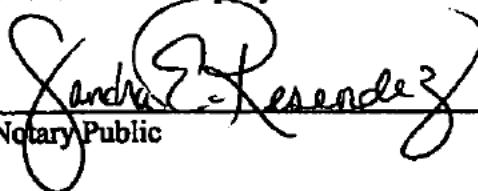
IN WITNESS WHEREOF, I have hereunto subscribed my name this 9<sup>th</sup> day of April, 2008.

  
Donald J. Reid, Jr., Secretary

STATE OF TEXAS  
COUNTY OF HARRIS

This certificate was subscribed and sworn before me on the 9<sup>th</sup> day of April, 2008, by Donald J. Reid, Jr., Secretary of Crown Castle GT Company LLC.



  
Notary Public

My Commission Expires: July 20, 2011

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Texas }

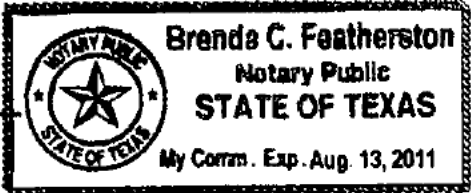
COUNTY OF Harris }

On this 14 day of April, 2008 before me Brenda C. Featherston, Notary Public personally appeared R. Christopher Mooney, the Director of CROWN CASTLE GT COMPANY LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(NOTARY SEAL)

**ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.**

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.**

Title of Document Type: First Amendment to Property Lease Agreement  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_  
\_\_\_\_\_

12921

DOC # 2004-0602052

JUN 28, 2004 11:00 AM

**RECORDING REQUESTED BY:**

Crown Castle Atlantic LLC  
9830 South 51st Street  
Suite A-136  
Phoenix, AZ 85044

**WHEN RECORDED MAIL THIS DOCUMENT TO:**

Crown Castle Atlantic, LLC  
9830 South 51<sup>st</sup> Street  
Suite A-136  
Phoenix, AZ 85044  
Attn: Property Management

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES: 44.00  
OC: OC  
WAYS: 2



SPACE ABOVE THIS LINE FOR RECORDED USE

CROSS REFERENCE: See Exhibit B attached

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN DIEGO )

"Assignment of a lease with a term less than 35 years - No Tax Due."

APN: 165-112-04-00

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement ("Assignment") is made effective and entered into as of the 31st day of January, 2000, by and between **GTE WIRELESS OF THE PACIFIC INCORPORATED**, a Delaware corporation(successor in interest as sole general and limited partner upon dissolution of GTE Mobilnet of Oregon limited partnership and GTE Mobilnet of Northwest Oregon Limited Partnership and successor in interest by assignment from GTE Wireless Incorporated, successor by merger with GTE Mobilnet Incorporated, successor by merger with Contel Cellular, Inc.), with its principal offices located at c/o GTE Wireless Incorporated, One GTE Place, Alpharetta, GA 30004 (the "Assignor"), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with its principal office at c/o Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77057 (the

"Assignee"). All terms not otherwise defined herein shall be defined as set forth in that certain Formation Agreement between GTE Wireless Incorporation, a Delaware corporation, the Transferring Partnerships, the Transferring Corporations, Crown Castle International Corp., a Delaware corporation, and Crown Castle GT Corp., a Delaware corporation, dated November 7, 1999, as it may have been heretofore amended (the "Formation Agreement").

W I T N E S S E T H

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire that certain site lease, license, easement or similar agreement more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Site Lease"), and affecting the property and/or the premises more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference;

WHEREAS, if recorded, the Site Lease is evidenced of record as more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on a telecommunications tower and/or ground space to the lessee(s), tenant(s) or licensee(s) described in that certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

WHEREAS, pursuant to the Formation Agreement, Thrasher and the Transferring Entities agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Thrasher Contributed Assets and to assume the Thrasher Assumed Liabilities, all as more fully described in the Formation Agreement;

WHEREAS, the Site Lease and the Tower Lease(s) comprise a portion of the Thrasher Contributed Assets; and

WHEREAS, pursuant to the Formation Agreement, Assignee has at the Initial Closing on this date acquired a substantial portion of the telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, as evidenced in part by a Global Contribution, Bill of Sale, Assignment and Assumption (the "Global Assignment").

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby (and pursuant to the Global Assignment does) unconditionally grant, sell, convey, assign, transfer, set over and deliver the Site Lease and the Tower Lease(s) unto Assignee, as a portion of the Thrasher Contributed Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), as the same exist on the date hereof as set forth and to the extent provided in the Formation Agreement:

Assignee hereby accepts such assignment and agrees to (and pursuant to the Global Assignment does) assume those Thrasher Assumed Obligations that arise out of the Site Lease

and Tower Lease(s), as set forth and to the extent provided in the Formation Agreement and Global Assignment;

Assignor hereby acknowledges that the Tower Structure located on the premises demised under the Site Lease, and which comprise a portion of the Thrasher Contributed Assets, has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee pursuant to and under the Formation Agreement and Global Assignment; and

Assignee hereby acknowledges that, as of the date hereof, Assignor has located on such Tower Structure certain equipment which is more particularly described on Exhibit D attached hereto and made a part hereof (the "Assignor's Equipment"), which Assignor's Equipment comprises a portion of the Thrasher Excluded Assets. Assignee further acknowledges that notwithstanding anything contained herein to the contrary, no right, title or interest in the Thrasher Excluded Assets, including the Assignor's Equipment, is hereby transferred or assigned to Assignee and all right, title and interest in and to the same is hereby reserved by and unto Assignor.

Notwithstanding anything herein to the contrary, the Thrasher Retained Liabilities are specifically excluded from the Thrasher Assumed Liabilities and shall be retained by Thrasher at and following the execution and delivery of this instrument and the Global Assignment.

Neither the making nor the acceptance of this Assignment shall (i) constitute a waiver or release by any party of any liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Formation Agreement, including, without limitation, the representations and warranties and other provisions which the Formation Agreement provides shall survive the date hereof as limited by the survival periods stated therein or (ii) enlarge, extend, restrict, limit or otherwise modify the terms, conditions and provisions of the Formation Agreement, including, without limitation, the period of survival of the representations and warranties provided for therein.

Copies of the Formation Agreement, the Global Assignment and the Site Lease are on file in the offices of Assignor and Assignee.

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

[remainder of page intentionally left blank; signature pages  
for both Assignor and Assignee follow]

12924

Signature page for Assignment and Assumption

ASSIGNOR:

**GTE WIRELESS OF THE PACIFIC INCORPORATED**, a Delaware corporation(successor in interest as sole general and limited partner upon dissolution of GTE Mobilnet of Oregon limited partnership and GTE Mobilnet of Northwest Oregon Limited Partnership and successor in interest by assignment from GTE Wireless Incorporated, successor by merger with GTE Mobilnet Incorporated, successor by merger with Contel Cellular, Inc.)

By: Jody A. Ruth  
Name: Jody A. Ruth  
Title: Vice President - Finance and Planning

Attest: Dale S. Voyles  
Name: Dale S. Voyles - Assistant Secretary  
Title: \_\_\_\_\_

[Corporate Seal]



**ACKNOWLEDGMENT**  
(Assignor)

STATE OF GEORGIA

SS.

COUNTY OF FULTON

On January 29, 2000 before me, Katherine C. Lingle personally appeared Jody A. Ruth and Dale S. Voyles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed this instrument.

WITNESS my hand and official seal.

Katherine C. Lingle  
(Notary Public)  
Print Name: Katherine C. Lingle

AFFIX SEAL (Impressed Seal Only)



12925

Signature page for Assignment and Assumption

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a  
Delaware limited liability company

By: *Edward W. Wallander*  
Name: EDWARD W. WALLANDER  
Title: Senior Vice President

ACKNOWLEDGMENT  
(Assignee)

STATE OF GEORGIA

SS.

COUNTY OF FULTON

On January 29<sup>th</sup> 2000 before me, MARGARET JORDAN personally appeared ~~EDWARD W. WALLANDER~~ EDWARD W. WALLANDER, ~~SENIOR VICE PRESIDENT~~, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

*Margaret Jordan*  
(Notary Public)  
Print Name: MARGARET JORDAN

AFFIX SEAL (Impressed Seal Only)  
Notary Public, Fulton County, Georgia  
My Commission Expires January 30, 2001

**12926**

**EXHIBIT A**

Site Lease Description

Lease Instrument dated 6/13/1990 by City of Oceanside, as Lessor and GTE Wireless Incorporated, a Delaware corporation (successor by merger with GTE Mobilnet Incorporated, successor by merger with Contel Cellular, Inc., successor by assignment from US West Cellular of California, Inc.), or its predecessors, as Lessee (as the same may have been heretofore amended or assigned).

# 12927

## EXHIBIT A-1

(CA0936 – El Camino)

All that portion of Section 28, Township 11 South, Range 4 West, San Bernardino Meridian, in the City of Oceanside, County of San Diego, State of California, as shown on record of Survey #11941 more fully described as follows:

### PARCEL I

#### Strip 1

Being a strip of land 40 feet wide lying 20 feet on each side of the following described centerline:

Beginning at the intersection of Glaser Drive centerline and the easterly subdivision boundary of 'Del Oro Hills' as shown on Map No. 11465; said point of beginning is on a curve concave to the south having a radius of 1100 feet, to which point a radial line bears N 11°12'26" W; thence easterly 229.56 feet along said curve through a central angle of 11°57'26"; thence S 89°15'00" E 80.00 feet; thence S 0°45'00" W 226.57 feet to the beginning of a curve concave to the east having a radius of 250 feet; thence southerly 83.99 feet along said curve through a central angle of 19°15'00"; thence S 18°30'00" E 76.75 feet to a point on a non-tangent curve concave to the southeast having a radius of 400 feet, to which point a radial line bears N 17°42'38" W; thence westerly and southerly 271.86 feet along said curve through a central angle of 38°56'29"; thence S 33°20'53" W 53.80 feet to the beginning of a tangent curve concave to the east having a radius of 200 feet; thence southerly and easterly 313.81 feet along said curve through a central angle of 89°54'00"; thence S 56°33'07" E 754.87 feet; thence N 33°26'53" E 17.85 feet to point 'A' and the terminus of this strip.

The sidelines of the beginning of this strip shall be lengthened or shortened to intersect the easterly subdivision boundary of Map No. 11465.

#### Strip 2

Being a strip of land 24 feet wide lying 12 feet on each side of the following described centerline:

Beginning at point 'A' described in Strip 1 above; said point of beginning is the beginning of a tangent curve concave to the southeast having a radius of 100 feet; thence northeasterly 51.49 feet along said curve through a central angle of 29°30'00" to a point of reverse curvature having a radius of 100 feet. To which point a radial line bears N 27°03'07" W; thence northeasterly 43.54 feet along said reverse curve through a central angle of 24°56'53"; thence N 38°00'00" E 95.00 feet; thence S 52°00'00" E 22.00 feet; thence N 38°00'00" E 12.00 feet to point "B" and the terminus of this strip.

# 12928

## Strip 3

Being a strip of land 14 feet wide lying 7 feet on each side of the following described centerline:

Beginning at point 'B' described in Strip 2 above: thence continuing from said point of beginning N 38°00'00" E 1.12 feet to a tangent curve concave to the west having a radius of 75.00 feet; thence northerly 89.14 feet along said curve through a central angle of 68°05'44"; thence N 30°05'44" W 116.20 feet: thence N 59°54'16" E 48 feet more or less to the southwesterly boundary of that certain parcel of land described in deed to the City of Oceanside, recorded June 20, 1960 as Document No. 125404, Series 1, Book 1960 of Official Records On file in the Office of the Recorder of the County of San Diego, State of California. Said point being the terminus of this strip.

The sidelines of the terminus of this strip shall be lengthened or shortened to intersect the southwesterly boundary of the above-described City of Oceanside boundary.

## PARCEL 2

All that portion of Section 28, Township 11 South, Range 4 West, San Bernardino Meridian, in the City of Oceanside, County of San Diego, State of California, according to U.S Government Survey approved December 27, 1870, more particularly described as follows:

Commencing at the southeast corner of said Section 28; thence S 72°10'21" W (S 71°56'35" W) 85.74 feet to a point on the centerline at Engineer's Station 204 plus 18.06, State Highway XI-SD-196-OCN; thence N 03°51'04" W 522.06 feet (N 03°55'50" W 522.72 feet) to a point lying 5 feet northeasterly at right angles from that certain 150 foot right-of-way as condemned by order of the Superior Court of the State of California, in and for the County of San Diego in Civil Case No. 100773, as recorded November 28, 1941 in Book 1279, page 211 of Official Records, thence N 57°09'06" W (N 57°04'20" W) 1399.32 feet parallel to said 150 foot right-of-way; thence leaving said 150 foot right-of-way N 19°52'39" E (N 19°48'25" E) 569.92 feet thence N 67°30'36" W (N 67°34'50" W) 714.67 feet to the True Point of Beginning; thence N 58°43'09" E (N 58°38'15" E) 155.11 feet; thence N 31°16'51" W (N 31°21'05" W) 200 ft; thence S 58°43'09" W (S 58°38'55" W) 250.00 feet; thence S 31°16'51" E (S 31°21'05" E) 200 feet; thence N 58°43'09" E (N 58°38'55" E) 94.89 feet to the True Point of Beginning.

App: 165 - 112 - 04 - 00

**12929**

**EXHIBIT B**

Recording Information of Site Lease

Document dated \_\_\_\_\_; recorded at Deed Book \_\_\_\_\_, Page \_\_\_\_\_, San Diego County, California Records.

Site Lease is not of record in San Diego County, California.

**12930**

**EXHIBIT C**

Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

as the same may have been heretofore amended

EXHIBIT D

Assignor's Equipment

That certain equipment described and located as follows:

Antenna(s)

<u>Manufacturer</u>	<u>Model</u>	<u>Max ERP</u>	<u>Dis- tance</u>	<u>TIP Height</u>
Decibel Products	DB-833-F	50.00	Mtr	16.00
Decibel Products	DB-833-F	50.00	Mtr	16.00
Decibel Products	DB-833-F	50.00	Mtr	16.00

Microwave Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Structure Height</u>	<u>Primary Center Line</u>
Digital Microwave	DYH6RMDMC18M-01	54	40

Together with any receiving antenna(s) related thereto and miscellaneous materials associated therewith such as, without limitation, the mounts, cable, ladder, coaxial cable, other similar miscellaneous materials, and equipment cabinets or shelters, as applicable.



WITNESSETH

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire that certain site lease, license, easement or similar agreement more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Site Lease"), and affecting the property and/or the premises more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference;

WHEREAS, if recorded, the Site Lease is evidenced of record as more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on a telecommunications tower and/or ground space to the lessee(s), tenant(s) or licensee(s) described in that certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

WHEREAS, Assignor agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Site Lease and the Tower Lease(s) and to assume the Site Lease and the Tower Lease(s);

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby unconditionally grant, sell, convey, assign, transfer, set over and deliver all of its right, title and interest in and to the Site Lease and the Tower Lease(s) unto Assignee, without representation or warranty;

Assignee hereby accepts such assignment and agrees to assume the obligations of Assignor that arise out of the Site Lease and Tower Lease(s);

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

[remainder of page intentionally left blank; signature pages  
for both Assignor and Assignee follow]

Signature page for Assignment and Assumption

ASSIGNOR:

**GTE WIRELESS INCORPORATED, A  
DELAWARE CORPORATION (SUCCESSOR BY  
MERGER WITH GTE MOBILNET  
INCORPORATED, SUCCESSOR BY MERGER  
WITH CONTEL CELLULAR, INC., SUCCESSOR  
BY ASSIGNMENT FROM US WEST CELLULAR  
OF CALIFORNIA, INC.)**

By: Jody A. Ruth  
Name: Jody A. Ruth  
Title: Vice President - Finance and Planning

Attest: Dale S. Voyles  
Name: Dale S. Voyles - Assistant Secretary  
Title: \_\_\_\_\_

[Corporate Seal]

**ACKNOWLEDGMENT  
(Assignor)**

STATE OF GEORGIA

SS.

COUNTY OF FULTON

On January 29, 2000 before me, Katherine C. Lingle personally appeared Jody A. Ruth and Dale S. Voyles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed this instrument.

WITNESS my hand and official seal.

Katherine C. Lingle  
(Notary Public)  
Print Name: Katherine C. Lingle

AFFIX SEAL (Impressed Seal Only)



Signature page for Assignment and Assumption

ASSIGNEE:

**GTE WIRELESS OF THE PACIFIC  
INCORPORATED**, a Delaware corporation

By: Jody A. Ruth  
Name: Jody A. Ruth  
Title: Vice President - Finance and Planning

Attest: Dale S. Voyles  
Name: Dale S. Voyles - Assistant Secretary  
Title: \_\_\_\_\_

[Corporate Seal]

**ACKNOWLEDGMENT**  
(Assigner)

STATE OF GEORGIA

SS.

COUNTY OF FULTON

On January 29, 2000 before me, Katherine C. Lingle personally appeared Jody A. Ruth and Dale S. Voyles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed this instrument.

WITNESS my hand and official seal.

Katherine C. Lingle  
(Notary Public)  
Print Name: Katherine C. Lingle

AFFIX SEAL (Impressed Seal Only)

**EXHIBIT A**Site Lease Description

Lease Instrument dated 6/25/1993 by City of Oceanside, as Lessor and GTE Wireless Incorporated, a Delaware corporation (successor by merger with GTE Mobilnet Incorporated, successor by merger with Contel Cellular, Inc., successor by assignment from US West Cellular of California, Inc.), or its predecessors, as Lessee (as the same may have been heretofore amended or assigned).

EXHIBIT A CONT.  
SITE LEASE DESCRIPTION

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

THIS LEASE AGREEMENT is executed between the CITY OF OCEANSIDE,  
a municipal corporation, hereinafter called "CITY",  
and U. S. WEST CELLULAR, hereinafter called "LESSEE".

**1.01 Premises.**

CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of Oceanside, County of San Diego, State of California, generally known as HENIE HILLS RESERVOIR, described in Exhibit "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."

CITY further grants to LESSEE the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way and easement extending from the nearest public right-of-way, to the leased premises, CITY agrees to execute any such easement documents as may be required by any and all utility companies in connection with LESSEE's use of the leased premises. The leased premises, right-of-way and easement for ingress, egress and utilities are described herein in Exhibit "A", and its subparts, attached hereto and made apart hereof by this reference. CITY also hereby grants to LESSEE the right to obtain metes and bounds legal description and/or a survey of said Property, and said metes and bounds legal description and/or survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A", and its subparts. Cost of such work shall be paid by LESSEE.

**1.02 Uses.**

It is expressly agreed that the premises, consisting of approximately 1500 square feet of land, is leased to

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

LESSEE solely and exclusively for the purpose of constructing, installing, maintaining and operating cellular communications facilities, consisting of an approximate 75 foot tower and an approximate 12 x 36 foot modular building, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever, provided that such consent shall not be unreasonably withheld.

After the necessary approvals, permits and licenses have been obtained, LESSEE covenants and agrees to use the premises for the above specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

**1.03 Related Council Actions.**

By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes, but is not limited to rezoning, variances, conditional use permits, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the leased premises.

**1.04 Quiet Possession.**

LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the City Manager of the CITY a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the premises.

**1.05 Easements and Reservations.**

- a. **Subsurface Rights.** CITY hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the premises.
- b. **Easements.** CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. **Right to Enter.** CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the premises. CITY will not reimburse LESSEE for damages, if any, to the permanent improvements, located on the leased premises resulting from CITY exercising the rights reserved in this agreement. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights. CITY'S use of the premises is paramount to that of LESSEE'S use, provided that at all times CITY shall use its best efforts not to interfere with LESSEE'S use of the leased premises.

**SECTION 2:      TERM**

**2.01 Commencement.**

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

Regardless of the date of execution by the City Manager, the term of this agreement shall be five (5) years commencing on the date of building permit issuance by the City of Oceanside, but in no event shall the commencement date be beyond six (6) months after the execution date of this agreement.

It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining, after the execution date of this Agreement, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to LESSEE is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that LESSEE will be unable to use that Property for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to CITY in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the CITY as evidenced by the return receipt. All rentals paid for the lease of the Property to said termination date shall be retained by CITY.

**2.02 Holdover.**

Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.

**2.03 Quitclaim of LESSEE'S Interest.**

On termination of this lease for any reason, LESSEE shall

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

deliver to CITY a quitclaim deed in recordable form quitclaiming all its rights in and to the premises. LESSEE or its successor in interest shall deliver the same within five (5) days after receiving written demand therefor. CITY may record such deed only on the expiration or earlier termination of this lease. If LESSEE fails or refuses to deliver the required deed, the CITY may prepare and record a notice reciting LESSEE's failure to execute this lease provision and the notice will be conclusive evidence of the termination of this lease and all LESSEE's rights to the premises.

**2.04 Surrender of Premises.**

At the expiration or earlier termination of this lease, LESSEE shall surrender the premises to CITY free and clear of all liens and encumbrances, except those liens and encumbrances which existed on the date of execution hereof, and in a decent, safe and sanitary condition. In the case of termination of this lease by CITY prior to the end of the specified lease term, any liens and encumbrances must be approved in writing by the City Manager.

**2.05 Renewal Options.**

At the end of the initial term of this agreement, the LESSEE has the option to renew this agreement for three additional and successive five year periods. These options may be exercised by providing written notice to the City one hundred and eighty (180) days prior to the expiration of the term or renewal period of this agreement.

**2.06 Termination.**

This lease may be terminated by the City in the event the Lessee fails to provide the intended improvements to the property as described in this agreement within two years of the execution date of this agreement.

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

SECTION 3: RENT

3.01 Time and Place of Payment.

Rent is due monthly in advance on or before the first day of each new month. Checks should be made payable to the City of Oceanside and mailed to the City of Oceanside, Engineering Department, Real Property Division, 300 North Hill Street, Oceanside, CA. 92054. The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Property Department. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

3.02 Rent.

- A. **Rent Amount.** The initial, non-refundable deposit amount due upon the execution of this agreement is \_\_\_\_\_  
Upon the commencement date of the term of this Agreement as outlined in Section 2.01, the annual initial rent established is \_\_\_\_\_  
which shall be payable monthly in advance at the rate of \_\_\_\_\_ on or before the first day of each new month. Said rent shall commence no later than six (6) months after the execution date of this agreement. Said rent is subject to adjustments based on increases, if any, in the Consumer Price Index (CPI) and in the renegotiated rent as hereinafter provided.
- B. **CPI Index Adjustments.** At the end of the first year following the effective date of the lease and at the end of every year thereafter during the lease term, the rent shall be adjusted to reflect increases in the Consumer Price Index (CPI).

The index used will be the CPI for "All Urban Consumers"

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

for Los Angeles/Long Beach/Anaheim, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index. If a rental adjustment is calculated using an index from a different base year than 1967, which equaled a base figure of 100 for the CPI, the base figure used will first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and LESSEE. If the parties cannot agree within sixty (60) days after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor, notwithstanding continued reference herein to "CPI" in any event.

Regardless of the index publication dates, the effective date of the rent adjustment is as specified in this Subsection B, CPI Index Adjustments. Until the rent adjustment can be reasonably determined by the index method, LESSEE shall continue to make payments at the existing rental-rate. When the adjustment is determined, the balance of rents due at the adjusted rate will be paid to CITY within thirty (30) days. In no event shall the adjusted rent as established by the Consumer Price Index be less than the rent in existence immediately prior to the adjustment date.

- C. **Index Adjustment Computation.** The rent for each rental period following the adjustment, until the next adjustment or other rental determination as provided herein, shall be determined prior to the date of adjustment by multiplying the rent which is effective immediately prior to said adjustment by the "adjustment figure" established by the method outlined in the following paragraphs; provided, however, increases in the rent shall not less than \_\_\_\_\_ nor exceed \_\_\_\_\_ per year nonaccumulative.

The "adjustment figure" shall be established by dividing

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

the "current index" by the "base figure", both as defined herein:

The "base figure" for the first such adjustment shall be a three-month average of index figures published by said CPI using the fourth, fifth and sixth full months preceding the effective date of this agreement.

To illustrate, if the lease began in May, the CPI figures for November (sixth month), December (fifth month) and January (fourth month) preceding May would be averaged to establish the base figure (Example 1).

The "current index" shall be a three-month average of index figures published by said CPI. The three months to be used to establish said average shall be the fourth, fifth and sixth full months preceding the adjustment date.

The "base figure" for each successive adjustment shall be the "current index" figure used in the last preceding adjustment period (Example 2).

Example 1

Current Index 121 = 1.10 (Adjustment Figure)  
Base Figure 110

Effective Rent x 1.10 = Adjusted Rent

Example 2

Current Index 138 1.14 (Adjustment Figure)  
Base Figure 121

Effective Rent x 1.14 = Adjusted Rent

The adjustment figure is then multiplied by the monthly rent from the preceding adjustment period to determine the new rent. Using the foregoing examples, if the rent is now per month, after the first adjustment it will be per month (x 1.10). In the second adjustment it will be per month (x 1.14).

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

- D. **Renewal Rent.** The renewal rent for each option period will be renegotiated. The renewal rent will be based on an average of two MAI appraisals of the property value. The cost of these appraisals shall be shared equally by the CITY and the LESSEE. The rent shall not be, however, less than the rent in effect in the last effective year of the term or option period.
- E. **Arbitration.** In the event the parties cannot agree to the rent for a rental period, the controversy as to rent for said period shall be determined by three arbitrators. After notice by either party to the other requesting arbitration, one arbitrator shall be appointed by each party. Notice of the appointment shall be given by each party to the other when made. The two arbitrators shall immediately chose a third arbitrator to act with them. If they fail to select a third arbitrator, on application by either party, the third arbitrator shall be promptly appointed by the then presiding judge of the Superior Court of the State of California, County of San Diego, acting in his individual capacity. The party making the application shall give the other party notice of his application. All of the arbitrators shall be qualified real estate appraisers. Each party shall bear the expenses of its own appointed arbitrator and shall bear other expenses pursuant to Section 1284.2 of the Code of Civil Procedure of California. Hearings shall be held in the City of San Diego, California. The award shall be the decision of not less than two of the arbitrators. Said derive from award shall be the rent which Lessor could derive from Lessor's property if it were vacant and made available on the open market for new leasing purposes at the commencement of the rental period under arbitration. For the purpose of this arbitration procedure, the arbitrators shall assume that the Lessor has a fee simple absolute estate. In determining what rent Lessor could derive from said property if it were made available on the open market for new leasing purposes, the arbitrators shall use and analyze only that rental data that is found in the open market place, such as is demanded and received by other Lessors for the same or similar uses. In all cases the award shall be based on recognized real estate appraisal principles and methods. The award determined by the arbitrators shall be effective and

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

retroactive to the first day of the rental period under arbitration. The award shall be in writing in the form of a report that is in accordance with law. The arbitrators shall make copies of their report available to any ethical practice committee of any recognized professional real estate organization. The arbitration shall be conducted under and subject to Section 1280 through 1294.2 of the Code Civil Procedure of California."

**3.03 Inspection of Records.**

Not Applicable.

**3.04 Delinquent Rent.**

If LESSEE fails to pay the rent when due, LESSEE will pay in addition to the unpaid rents, \_\_\_\_\_ of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional \_\_\_\_\_ being a total of \_\_\_\_\_ which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

**SECTION 4: ASSIGNMENT**

**4.01 Time is of Essence; Provisions Binding on Successors.**

Time is of the essence of all of the terms, covenants and conditions of this lease and, except as otherwise provided herein, all of the terms, covenants and conditions of this lease shall apply to, benefit and bind the successors and assigns of the respective parties, jointly and individually.

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

**4.02 Assignment and Subletting.**

Except to Lessee's affiliates and subsidiaries, LESSEE shall not assign this lease, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. Such consent by the City Manager shall not be unreasonably withheld. A consent to assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of CITY, terminate this lease.

"Assignment," for the purposes of this clause shall include any transfer of any ownership interest in this lease by LESSEE or by any partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions and provisions of this agreement which are applicable to the rights acquired.

**4.03 Encumbrance.**

Subject to prior consent by CITY, which shall not be unreasonably withheld, LESSEE may encumber this lease, its leasehold estate and its improvements thereon by deed of trust, mortgage, chattel mortgage or other security instrument to assure the payment of a promissory note or notes of LESSEE, upon the express condition that the net proceeds of such loan or loans be devoted exclusively to the purpose of developing and/or improving the leased premises. However, a reasonable portion of the loan proceeds may be disbursed for payment of incidental costs

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

of construction, including but not limited to the following: off-site improvements for service of the premises; on-site improvements; escrow charges; premiums for hazard insurance, or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs such as discounts, interest and commissions; and architectural, engineering and attorney's fees and such other normal expenses incidental to such construction.

Any subsequent encumbrances on the premises or on any permanent improvements thereon, must first have the approval in writing of City Manager. Such subsequent encumbrances shall also be for the exclusive purpose of development of the premises. Provided, however, after the premises are fully developed in accordance with said Development Plan to the satisfaction of the City Manager, proceeds from refinancing or from such subsequent encumbrances may be used to reduce LESSEE'S equity so long as there is also substantial benefit to the CITY therefrom. LESSEE understands and specifically agrees that the City Manager shall have the sole and absolute discretion to approve or disapprove any such proposed subsequent encumbrance including, but not limited to, amending the lease to provide then current rents and provisions.

In the event any such approved deed of trust or mortgage or other security-type instrument should at any time be in default and be foreclosed, or transferred in lieu of foreclosure, the CITY will accept the approved mortgagee or beneficiary thereof; as its new tenant under this lease with all the rights, privileges and duties granted and imposed in this lease.

Any default, foreclosure or sale pursuant to said deed of trust, mortgage or other security instrument, shall be invalid with respect to this lease without prior notice thereof to CITY. Upon prior written approval by CITY, said mortgagee or beneficiary may assign this lease to its nominee, if nominee is a reputable, qualified and financially responsible person in the opinion of CITY. Any deed of trust, mortgage or other security instrument shall be subject to all of the terms, covenants and

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

conditions of this lease and shall not be deemed to amend or alter any of the terms, covenants or conditions hereof.

**4.04 Defaults and Remedies.**

a. **Default.** In the event that:

- (1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty day period and diligently pursue such cure to completion; or
- (2) LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) LESSEE shall be adjudicated a bankrupt; or
- (4) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 4.04 a(1), Default and Remedies, hereof, is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

In the event that there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s)

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

**b. Remedies.** If the mortgagee or beneficiary shall be required to exercise its right to cure said default(s) through litigation or through foreclosure, the CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:

- (1) CITY may correct said default(s) and charge the costs thereof to the account of LESSEE, which charge shall be due and payable on the date that the rent is next due after presentation by CITY to LESSEE and mortgagee or beneficiary of a statement of said costs.
- (2) CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, CITY and LESSEE or by CITY and mortgagee or beneficiary; or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.
- (3) CITY may terminate this lease as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE agrees to assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition for early payoff of the related obligations by CITY. CITY may, as an alternative, substitute for the terminated LESSEE a new LESSEE reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in releasing to a new tenant shall be the responsibility of the terminated LESSEE, and LESSEE hereby agrees to reimburse CITY for any such

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

costs.

Should the default(s) be not curable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. **Abandonment by LESSEE.** Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.
- d. **Waiver.** Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

of Oceanside and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

**4.05 Eminent Domain.**

If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

- a. **Total Taking.** In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. **Partial Taking.** In the event of a partial taking, if, in the mutual opinion of CITY and LESSEE the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

In the event of a partial taking, if, in the mutual opinion of CITY and LESSEE the remainder of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

- c. **Award.** All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of or damages to LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- d. **Transfer.** CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease.
- e. **No Inverse Condemnation.** The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation so long as such rights do not unreasonably or substantially interfere with LESSEE'S operations.

**SECTION 5: INSURANCE RISKS/SECURITY**

**5.01 Indemnity.**

CITY and LESSEE, and all parties claiming under them, hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by insurance on the leased premises or covered by insurance in connection with property on, or activities conducted on, the leased premises, regardless of the cause of the damage or loss.

LESSEE shall at all times relieve, indemnify, protect, and save CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs,

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

judgments, civil fines, and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:

- a. **Condition.** Any unsafe or defective condition in or on the premises of any nature whatsoever which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by LESSEE;
- b. **Operation.** Any operation, use, or occupation conducted on the premises by LESSEE;
- c. **Negligence.** Any act, omission, or negligence on the part of LESSEE, its employees, agents, sublessees, invitees, licensees; or
- d. **Compliance.** Any failure by LESSEE to comply or secure compliance with any of the lease terms or conditions.

**5.02 Insurance.**

LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:

- a. **Liability.** Public liability and property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit Liability with an occurrence claims form, if available. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by LESSEE or by authorized representatives of LESSEE on or in connection with the LESSEE's use or operation of the premises.
- b. **Fire.** Fire, extended coverage, and vandalism insurance policy on all LESSEE's insurable property on the premises in an amount to cover 100 percent of the replacement cost.

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

- c. **Conditions.** All insurance policies will list CITY as an additional insured, protect CITY as its interests may appear, against reasonable legal costs legal costs in defending claims, and will not terminate without sixty (60) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the lease, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance certificate will remain on file with CITY during the entire term of the lease. At least thirty (30) days prior to the expiration of each certificate, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this lease.
- d. **Modification.** CITY, at its discretion, may require the revision of amounts and coverage at any time during the term by giving LESSEE sixty (60) days prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the premises. LESSEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.
- e. **Accident Reports.** LESSEE shall report to CITY any accident causing more than TEN THOUSAND DOLLARS (\$10,000) worth of property damage or any serious injury to persons on the premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.
- f. **Failure to Comply.** If LESSEE fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. LESSEE shall

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection f., if LESSEE fails or refuses to take out or maintain insurance as required in this lease, or fails to provide the proof of insurance, CITY has the right to declare this lease in default without further notice to LESSEE and CITY shall be entitled to exercise all legal remedies in the event of such default.

**5.03 Waste, Damage, or Destruction.**

LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY.

**SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS**

**6.01 Acceptance of Premises.**

CITY hereby grants to LESSEE the right to access property prior to commencement of lease to perform appropriate inspections, tests, investigations and observations. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects in the premises.

**6.02 Entry and Inspection.**

CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said premises are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. LESSEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.

In addition to the above, CITY or any contractor or subcontractor representing CITY shall have the right to enter the premises for the purpose of conducting any maintenance operations. All such maintenance work shall be in accordance with plans and specifications approved by CITY and shall be accomplished in a manner so as to minimize interference with LESSEE'S operation of the leasehold.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**6.03 Maintenance.**

LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. LESSEE will make all repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with all applicable laws. Appropriate codes and standards of City, state and federal agencies shall be observed in all maintenance, repairs and replacements on the premises.

**6.04 Improvements/Alterations.**

No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by LESSEE without prior written approval by the City Manager. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense for any improvements or alterations.

**6.05 Utilities.**

LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises.

**6.06 Liens.**

LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor and materials

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

**6.07 Taxes.**

LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the leased premises, including any licenses or permits. LESSEE recognizes and agrees that this lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

**6.08 Signs.**

LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, LESSEE agrees to remove

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost.

**6.09 Ownership of Improvements and Personal Property.**

- a. LESSEE, upon termination of this Lease Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the leased premises to its original condition, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the leased premises after termination of this Lease Agreement, LESSEE shall pay rent at the existing monthly rate until such time as the removal of personal property and fixtures is completed.
- b. LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.
- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.
- e. Any necessary removal by either CITY or LESSEE which takes place beyond said expiration or termination hereof shall require LESSEE to pay rent to CITY at the rate in effect immediately prior to said

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

expiration or termination.

**SECTION 7: GENERAL PROVISIONS**

**7.01 Notices**

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE as follows:

U. S. WEST Cellular of California, Inc.  
3350 161st Avenue S.E.  
P.O. Box 7329  
Bellevue, WA 98008-1329  
Attn: Real Estate Department

and to CITY as follows:

City of Oceanside  
Engineering Department  
Real Property Division  
300 North Hill Street  
Oceanside, CA 92054

or to any mortgagee, trustee, or beneficiary as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this lease may by like notice designate a different address to which notices shall be sent.

**7.02 Compliance with Law.**

LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, County, State, and Federal Governments, at LESSEE'S sole cost and expense. In

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation,

**7.03 CITY Approval.**

The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.

**7.04 Nondiscrimination.**

LESSEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap in LESSEE'S use of the premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

**7.05 Equal Opportunity.**

LESSEE agrees to abide by CITY'S Equal Opportunity Policy as it exists or is amended to the extent that the program is applicable to this lease. A copy of the program effective as of the date of this lease is on file in the City Clerk's Office and by this reference is part hereof.

**7.06 Partial Invalidity.**

If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

**7.07 Legal Fees.**

In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.

**7.08 Number and Gender.**

Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.

**7.09 Captions.**

The lease outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.

**7.10 Entire Understanding.**

This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

SECTION 8: SPECIAL PROVISIONS

Not Applicable


CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

SECTION 9: SIGNATURES

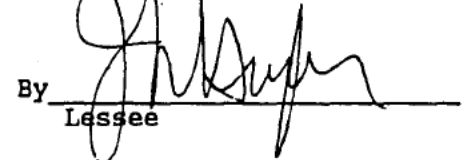
9.01 Signature Page.

IN WITNESS WHEREOF, this Lease Agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

THE CITY OF OCEANSIDE

Date 9/2/90 By   
City Manager

Date 9/1/90 By   
City Clerk of Oceanside

Date 7-10-90 By   
Lessee

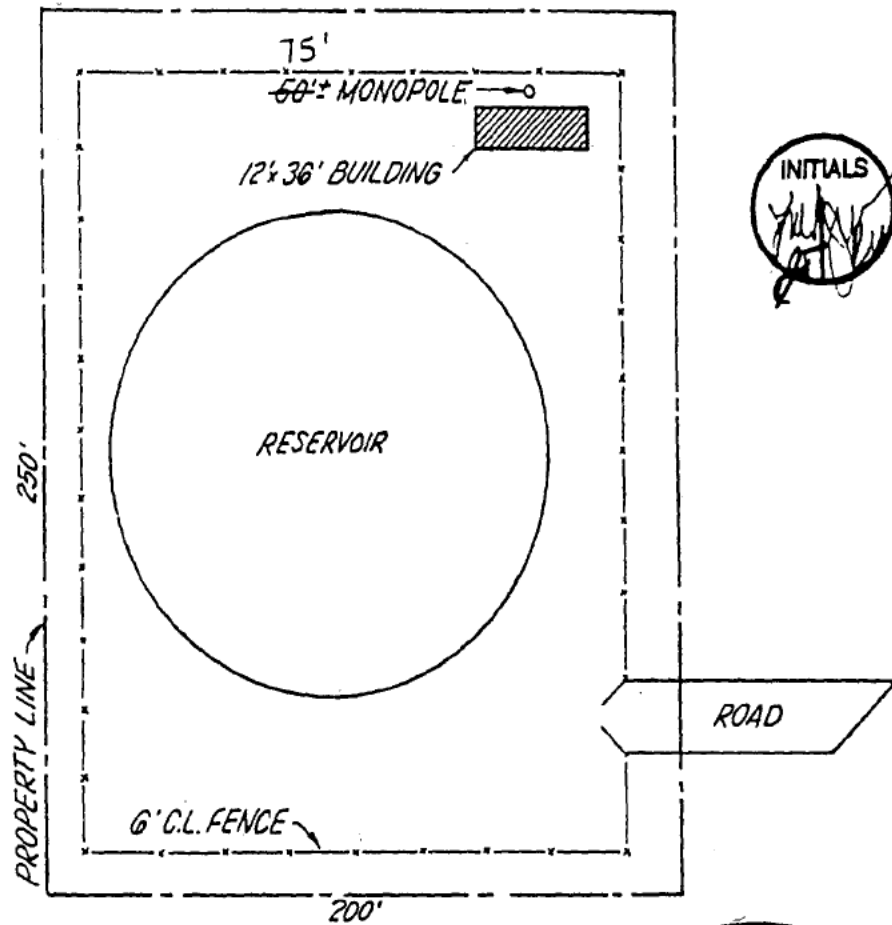
Date \_\_\_\_\_ By \_\_\_\_\_  
Lessee

Approved as to Form this \_\_\_\_\_ day \_\_\_\_\_ 199

By   
City Attorney

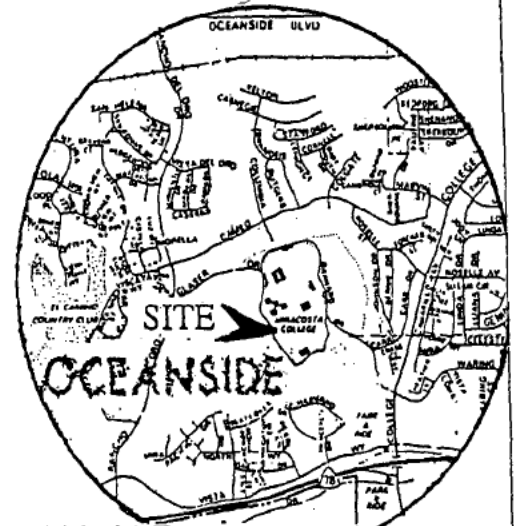
CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

SECTION 10: EXHIBITS



INITIALS  
*[Handwritten initials]*

PLOT PLAN  
 SCALE 1" = 50'



VICINITY MAP NO SCALE

 DENOTES LEASE SITE

Revision	By	Approved	Date

CITY OF OCEANSIDE

EXHIBIT "A"

U.S. WEST  
 HENIE HILLS LEASE

CITY ENGINEER      Date  
 SUPPLEMENTAL  
 DRAWING NO.

## EXHIBIT B

ALL THAT PORTION OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO U.S. GOVERNMENT SURVEY APPROVED DECEMBER 27, 1870, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 72 DEGREES 10' 21" WEST (SOUTH 71 DEGREES 56' 35" WEST) 85.74 FEET TO A POINT ON THE CENTER LINE AT ENGINEER'S STATION 204 PLUS 18.06, STATE HIGHWAY XI-SD-196-OCN; THENCE NORTH 3 DEGREES 51' 04" WEST 522.06 FEET (NORTH 3 DEGREES 55' 50" WEST 522.72 FEET) TO A POINT LYING 5 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THAT CERTAIN 150 FOOT RIGHT-OF-WAY AS CONDEMNED BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO IN CIVIL CASE NO. 100773, AS RECORDED NOVEMBER 28, 1941 IN BOOK 1279, PAGE 211 OF OFFICIAL RECORDS; THENCE NORTH 57 DEGREES 09' 06" WEST (NORTH 57 DEGREES 04' 20" WEST) 1399.32 FEET PARALLEL TO SAID 150 FOOT RIGHT-OF-WAY; THENCE LEAVING SAID 150 FOOT RIGHT OF WAY NORTH 19 DEGREES 52' 39" EAST (NORTH 19 DEGREES 48' 25" EAST) 569.92 FEET THENCE NORTH 67 DEGREES 30' 36" WEST (NORTH 67 DEGREES 34' 50" WEST) 714.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 58 DEGREES 43' 09" EAST (NORTH 58 DEGREES 38' 15" EAST) 155.11 FEET; THENCE NORTH 31 DEGREES 16' 51" WEST (NORTH 31 DEGREES 21' 05" WEST) 200 FEET; THENCE SOUTH 58 DEGREES 43' 09" WEST (SOUTH 58' 38" 55" WEST) 250.00 FEET; THENCE SOUTH 31 DEGREES 16' 51" EAST (SOUTH 31 DEGREES 21' 05" EAST) 200 FEET; THENCE NORTH 58 DEGREES 43' 09" EAST (NORTH 58 DEGREES 38' 55" EAST) 94.89 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A-1

(CA0936 – El Camino)

All that portion of Section 28, Township 11 South, Range 4 West, San Bernardino Meridian, in the City of Oceanside, County of San Diego, State of California, as shown on record of Survey #11941 more fully described as follows:

PARCEL I

## Strip 1

Being a strip of land 40 feet wide lying 20 feet on each side of the following described centerline:

Beginning at the intersection of Glaser Drive centerline and the easterly subdivision boundary of 'Del Oro Hills' as shown on Map No. 11465; said point of beginning is on a curve concave to the south having a radius of 1100 feet, to which point a radial line bears N 11°12'26" W; thence easterly 229.56 feet along said curve through a central angle of 11°57'26"; thence S 89°15'00" E 80.00 feet; thence S 0°45'00" W 226.57 feet to the beginning of a curve concave to the east having a radius of 250 feet; thence southerly 83.99 feet along said curve through a central angle of 19°15'00"; thence S 18°30'00" E 76.75 feet to a point on a non-tangent curve concave to the southeast having a radius of 400 feet, to which point a radial line bears N 17°42'38" W; thence westerly and southerly 271.86 feet along said curve through a central angle of 38°56'29"; thence S 33°20'53" W 53.80 feet to the beginning of a tangent curve concave to the east having a radius of 200 feet; thence southerly and easterly 313.81 feet along said curve through a central angle of 89°54'00"; thence S 56°33'07" E 754.87 feet; thence N 33°26'53" E 17.85 feet to point 'A' and the terminus of this strip.

The sidelines of the beginning of this strip shall be lengthened or shortened to intersect the easterly subdivision boundary of Map No. 11465.

## Strip 2

Being a strip of land 24 feet wide lying 12 feet on each side of the following described centerline:

Beginning at point 'A' described in Strip 1 above; said point of beginning is the beginning of a tangent curve concave to the southeast having a radius of 100 feet; thence northeasterly 51.49 feet along said curve through a central angle of 29°30'00" to a point of reverse curvature having a radius of 100 feet. To which point a radial line bears N 27°03'07" W; thence northeasterly 43.54 feet along said reverse curve through a central angle of 24°56'53"; thence N 38°00'00" E 95.00 feet; thence S 52°00'00" E 22.00 feet; thence N 38°00'00" E 12.00 feet to point "B" and the terminus of this strip.

## Strip 3

Being a strip of land 14 feet wide lying 7 feet on each side of the following described centerline:

Beginning at point 'B' described in Strip 2 above: thence continuing from said point of beginning N 38°00'00" E 1.12 feet to a tangent curve concave to the west having a radius of 75.00 feet; thence northerly 89.14 feet along said curve through a central angle of 68°05'44"; thence N 30°05'44" W 116.20 feet: thence N 59°54'16" E 48 feet more or less to the southwesterly boundary of that certain parcel of land described in deed to the City of Oceanside, recorded June 20, 1960 as Document No. 125404, Series 1, Book 1960 of Official RecordS On file in the Office of the Recorder of the County of San Diego, State of California. Said point being the terminus of this strip.

The sidelines of the terminus of this strip shall be lengthened or shortened to intersect the southwesterly boundary of the above-described City of Oceanside boundary.

PARCEL 2

All that portion of Section 28, Township 11 South, Range 4 West, San Bernardino Meridian, in the City of Oceanside, County of San Diego, State of California, according to U.S Government Survey approved December 27, 1870, more particularly described as follows:

Commencing at the southeast corner of said Section 28; thence S 72°10'21" W (S 71°56'35" W) 85.74 feet to a point on the centerline at Engineer's Station 204 plus 18.06, State Highway XI-SD-196-OCN; thence N 03°51'04" W 522.06 feet (N 03°55'50" W 522.72 feet) to a point lying 5 feet northeasterly at right angles from that certain 150 foot right-of-way as condemned by order of the Superior Court of the State of California, in and for the County of San Diego in Civil Case No. 100773, as recorded November 28, 1941 in Book 1279, page 211 of Official Records, thence N 57°09'06" W (N 57°04'20" W) 1399.32 feet parallel to said 150 foot right-of-way; thence leaving said 150 foot right-of-way N 19°52'39" E (N 19°48'25" E) 569.92 feet thence N 67°30'36" W (N 67°34'50" W) 714.67 feet to the True Point of Beginning; thence N 58°43'09" E (N 58°38'15" E) 155.11 feet; thence N 31°16'51" W (N 31°21'05" W) 200 ft; thence S 58°43'09" W (S 58°38'55" W) 250.00 feet; thence S 31°16'51" E (S 31°21'05" E) 200 feet; thence N 58°43'09" E (N 58°38'55" E) 94.89 feet to the True Point of Beginning.

Apn: 165 - 112 - 04 - 00

**EXHIBIT B**

Recording Information of Site Lease

Document dated \_\_\_\_\_; recorded at Deed Book \_\_\_\_\_, Page \_\_\_\_\_, San Diego County, California Records.

Ground lease not recorded. Please see attached Exhibit A.

EXHIBIT C

Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

as the same may have been heretofore amended.

1172

Recorder: Nancy Haberkorn  
Return to:  
Venema, Doherty & Delashmit, P.C.  
Suite 1650, Platinum Tower  
400 Interstate North Parkway  
Atlanta, Georgia 30339  
Attn: Nancy Haberkorn  
Cross Reference Recording No.:  
1991-0486469, Page 265  
553 (El Camino)

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY SMITH, COUNTY RECORDER  
RF: 6.00 FEES: 10.00  
AF: 3.00  
MF: 1.00

---

ASSIGNMENT OF LEASES/EASEMENTS

For good and valuable consideration, which is intended to be and IRC Section 1031 Tax-Free Exchange, and receipt which is hereby acknowledged, U S WEST Cellular of California, Inc., a Texas corporation, ( the "Assignor") hereby assigns, transfers, and conveys unto GTE MOBILNET INCORPORATED, a Delaware corporation an undivided Nine and eleven one-hundredths percent (9.11%) interest, GTE MOBILNET OF OREGON LIMITED PARTNERSHIP, a Delaware limited partnership an undivided Fifty-one and eight one-hundredths percent (51.08%) interest, GTE MOBILNET OF NORTHWEST OREGON LIMITED PARTNERSHIP, a Delaware limited partnership an undivided Four and seventy-four one-hundredths percent (4.74%) interest and CONTEL CELLULAR INC., a Delaware corporation an undivided Thirty-five and seven one-hundredths percent (35.07%) interest, collectively as tenants in common, all of its right, title, and interest in and to the Assignor's interest in the lease and/or easement described below, to wit:

Easement and right-of-way between U S WEST Cellular of California, Inc. and Miracosta Community College dated November 5, 1991 (El Camino Real).

IN WITNESS WHEREOF, the Assignor does hereby execute this Agreement, effective as of the 1st day of July, 1995.

"Assignor"

U S WEST CELLULAR OF CALIFORNIA, INC.

By: 

Robert J. Ford, President

STATE OF Colorado )  
city of COUNTY OF Denver ) ss.

On 7-1, 1995, personally appeared Robert Ford, who being duly sworn did say that he is the President of U S WEST Cellular of California, Inc., and that said instrument was signed on behalf of said Corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Usamaccio  
Notary Public  
My Commission expires:  
**MY COMMISSION EXPIRES:**  
December 5, 1998

**PROPERTY LEASE AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF OCEANSIDE**

**AND**

**U. S. WEST CELULAR**

**FOR THE LEASE OF CITY OWNED REAL PROPERTY**

**LOCATED AT**

**HENIE HILLS RESERVOIR**

**DATED**

**JUNE 13, 1990**

---

**CROWN CASTLE NAMED INSURED LIST**

AZ-CLEC, LLOC  
CA-CLEC LLC  
CCMM I LLC  
CROWN ATLANTIC COMPANY LLC  
CROWN CASTLE GT COMPANY LLC  
CROWN CASTLE INTERNATIONAL CORP.  
CROWN CASTLE INTERNATIONA CORP. DE PUERTO RICO  
CROWN CASTLE MU LLC  
CROWN CASTLE OPERATING COMPANY  
CROWN CASTLE PR LLC  
CROWN CASTLE PT INC.  
CROWN CASTLE SOLUTIONS CORP.  
CROWN CASTLE SOUTH LLC  
CROWN CASTLE TOWERS 05 LLC  
CROWN TOWERS 06 LLC  
CROWN CASTLE TOWERS 06-2 LLC  
CROWN CASTLE TOWERS LLC  
CROWN CASTLE USA INC.  
CROWN COMMUNICATION INC.  
CROWN COMMUNICATION NEW YORK INC.  
DC-CLEC LLC  
FL-CLEC LLC  
IL-CLEC LLC  
IN-CLEC LLC  
MD CLEC LLC  
MOBILE MEDIA CALIFORNIA LLC  
MODEO LLC  
NJ-CLEC LLC  
NV-CLEC LLC  
NY-CLEC LLC  
PA-CLEC LLC  
VA-CLEC LLC  
WA-CLEC LLC  
CCGS HOLDINGS LLC  
GLOBAL SIGNAL INC.  
PINNACLE TOWERS LLC  
PINNACLE TOWERS ASSET HOLDING LLC  
PINNACLE TOWERS ACQUISITION LLC  
PINNACLE TOWERS LIMITED  
GLOBA SIGNAL ACQUISITIONS LLC  
GLOBAL SIGNA ACQUISITIONS II LLC  
GLOBAL SIGNAL ACQUISITIONS III LLC  
GLOBAL SIGNAL ACQUISITIONS IV LLC  
GOLDEN STATE TOWERS LLC  
SHAFFER & ASSOCIATES INC.  
SIERRA TOWERS INC.  
TOWER VENTURES III LLC

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**LEASE INDEX**

<u>SECTION</u>	<u>PARAGRAPH</u>	<u>PAGE</u>
<b>SECTION 1:</b>	<b>USES</b>	
1.01	Premises	1
1.02	Uses	1
1.03	Related Council Actions	2
1.04	Quiet Possession	2
1.05	Easements and Reservations	3
<b>SECTION 2:</b>	<b>TERM</b>	
2.01	Commencement	3
2.02	Holdover	4
2.03	Quitclaim of LESSEE'S Interest	4
2.04	Surrender of Premises	5
2.05	Renewal Options	5
2.06	Termination	5
<b>SECTION 3:</b>	<b>RENT</b>	
3.01	Time and Place of Payment	6
3.02	Rent	6
3.03	Inspection of Records	10
3.04	Delinquent Rent	10
<b>SECTION 4:</b>	<b>ASSIGNMENT</b>	
4.01	Time is of Essence; Provisions Binding on Successors	10
4.02	Assignment and Subletting	11
4.03	Encumbrance	11
4.04	Defaults and Remedies	13
4.05	Eminent Domain	16

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**LEASE INDEX**

<b>SECTION 5:</b>	<b>INSURANCE RISKS/SECURITY</b>	
5.01	Indemnity	17
5.02	Insurance	18
5.03	Waste, Damage, or Destruction	20
<b>SECTION 6:</b>	<b>IMPROVEMENTS/ALTERATIONS/REPAIRS</b>	
6.01	Acceptance of Premises	20
6.02	Entry and Inspection	21
6.03	Maintenance	22
6.04	Improvements/Alterations	22
6.05	Utilities	22
6.06	Liens	22
6.07	Taxes	23
6.08	Signs	23
6.09	Ownership of Improvements	24
<b>SECTION 7:</b>	<b>GENERAL PROVISIONS</b>	
7.01	Notices	25
7.02	Compliance with Law	25
7.03	CITY Approval	26
7.04	Nondiscrimination	26
7.05	Equal Opportunity	26
7.06	Partial Invalidity	26
7.07	Legal Fees	27
7.08	Number and Gender	27
7.09	Captions	27
7.10	Entire Understanding	27
<b>SECTION 8:</b>	<b>SPECIAL PROVISIONS</b>	
	Not Applicable	28
<b>SECTION 9:</b>	<b>SIGNATURES</b>	
9.01	Signature Page	29

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

LEASE INDEX

SECTION 10:

EXHIBITS

10.01

Exhibit A-Legal and Plat of  
Leased Premises

30

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

THIS LEASE AGREEMENT is executed between the CITY OF OCEANSIDE, a municipal corporation, hereinafter called "CITY", and U. S. WEST CELLULAR, hereinafter called "LESSEE".

**1.01 Premises.**

CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of Oceanside, County of San Diego, State of California, generally known as HENIE HILLS RESERVOIR, described in Exhibit "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."

CITY further grants to LESSEE the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way and easement extending from the nearest public right-of-way, to the leased premises, CITY agrees to execute any such easement documents as may be required by any and all utility companies in connection with LESSEE's use of the leased premises. The leased premises, right-of-way and easement for ingress, egress and utilities are described herein in Exhibit "A", and its subparts, attached hereto and made apart hereof by this reference. CITY also hereby grants to LESSEE the right to obtain metes and bounds legal description and/or a survey of said Property, and said metes and bounds legal description and/or survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A", and its subparts. Cost of such work shall be paid by LESSEE.

**1.02 Uses.**

It is expressly agreed that the premises, consisting of approximately 1500 square feet of land, is leased to

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

LESSEE solely and exclusively for the purpose of constructing, installing, maintaining and operating **cellular communications facilities**, consisting of an approximate 50<sup>5</sup> foot tower and an approximate 12 x 36 foot modular building, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever, provided that such consent shall not be unreasonably withheld.

After the necessary approvals, permits and licenses have been obtained, LESSEE covenants and agrees to use the premises for the above specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

**1.03 Related Council Actions.**

By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes, but is not limited to rezoning, variances, conditional use permits, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the leased premises.

**1.04 Quiet Possession.**

LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the City Manager of the CITY a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the premises.

**1.05 Easements and Reservations.**

- a. Subsurface Rights.** CITY hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the premises.
- b. Easements.** CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. Right to Enter.** CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the premises. CITY will not reimburse LESSEE for damages, if any, to the permanent improvements, located on the leased premises resulting from CITY exercising the rights reserved in this agreement. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights. CITY's use of the premises is paramount to that of LESSEE's use, provided that at all times CITY shall use its best efforts not to interfere with LESSEE's use of the leased premises.

**SECTION 2:       TERM**

**2.01 Commencement.**

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

Regardless of the date of execution by the City Manager, the term of this agreement shall be five (5) years commencing on the date of building permit issuance by the City of Oceanside, but in no event shall the commencement date be beyond six (6) months after the execution date of this agreement.

It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining, after the execution date of this Agreement, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to LESSEE is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that LESSEE will be unable to use that Property for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to CITY in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the CITY as evidenced by the return receipt. All rentals paid for the lease of the Property to said termination date shall be retained by CITY.

**2.02 Holdover.**

Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.

**2.03 Quitclaim of LESSEE'S Interest.**

On termination of this lease for any reason, LESSEE shall

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

deliver to CITY a quitclaim deed in recordable form quitclaiming all its rights in and to the premises. LESSEE or its successor in interest shall deliver the same within five (5) days after receiving written demand therefor. CITY may record such deed only on the expiration or earlier termination of this lease. If LESSEE fails or refuses to deliver the required deed, the CITY may prepare and record a notice reciting LESSEE's failure to execute this lease provision and the notice will be conclusive evidence of the termination of this lease and all LESSEE's rights to the premises.

**2.04 Surrender of Premises.**

At the expiration or earlier termination of this lease, LESSEE shall surrender the premises to CITY free and clear of all liens and encumbrances, except those liens and encumbrances which existed on the date of execution hereof, and in a decent, safe and sanitary condition. In the case of termination of this lease by CITY prior to the end of the specified lease term, any liens and encumbrances must be approved in writing by the City Manager.

**2.05 Renewal Options.**

At the end of the initial term of this agreement, the LESSEE has the option to renew this agreement for three additional and successive five year periods. These options may be exercised by providing written notice to the City one hundred and eighty (180) days prior to the expiration of the term or renewal period of this agreement.

**2.06 Termination.**

This lease may be terminated by the City in the event the Lessee fails to provide the intended improvements to the property as described in this agreement within two years of the execution date of this agreement.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**SECTION 3: RENT**

**3.01 Time and Place of Payment.**

Rent is due monthly in advance on or before the first day of each new month. Checks should be made payable to the City of Oceanside and mailed to the City of Oceanside, Engineering Department, Real Property Division, 300 North Hill Street, Oceanside, CA. 92054. The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Property Department. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

**3.02 Rent.**

- A. Rent Amount.** The initial, non-refundable deposit amount due upon the execution of this agreement is \_\_\_\_\_  
Upon the commencement date of the term of this Agreement as outlined in Section 2.01, the annual initial rent established is \_\_\_\_\_  
which shall be payable monthly in advance at the rate of \_\_\_\_\_ on or before the first day of each new month. Said rent shall commence no later than six (6) months after the execution date of this agreement. Said rent is subject to adjustments based on increases, if any, in the Consumer Price Index (CPI) and in the renegotiated rent as hereinafter provided.
- B. CPI Index Adjustments.** At the end of the first year following the effective date of the lease and at the end of every year thereafter during the lease term, the rent shall be adjusted to reflect increases in the Consumer Price Index (CPI).

The index used will be the CPI for "All Urban Consumers"

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

for Los Angeles/Long Beach/Anaheim, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index. If a rental adjustment is calculated using an index from a different base year than 1967, which equaled a base figure of 100 for the CPI, the base figure used will first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and LESSEE. If the parties cannot agree within sixty (60) days after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor, notwithstanding continued reference herein to "CPI" in any event.

Regardless of the index publication dates, the effective date of the rent adjustment is as specified in this Subsection B, CPI Index Adjustments. Until the rent adjustment can be reasonably determined by the index method, LESSEE shall continue to make payments at the existing rental-rate. When the adjustment is determined, the balance of rents due at the adjusted rate will be paid to CITY within thirty (30) days. In no event shall the adjusted rent as established by the Consumer Price Index be less than the rent in existence immediately prior to the adjustment date.

- C. **Index Adjustment Computation.** The rent for each rental period following the adjustment, until the next adjustment or other rental determination as provided herein, shall be determined prior to the date of adjustment by multiplying the rent which is effective immediately prior to said adjustment by the "adjustment figure" established by the method outlined in the following paragraphs; provided, however, increases in the rent shall not less than \_\_\_\_\_ nor exceed \_\_\_\_\_ per year nonaccumulative.

The "adjustment figure" shall be established by dividing

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

the "current index" by the "base figure", both as defined herein:

The "base figure" for the first such adjustment shall be a three-month average of index figures published by said CPI using the fourth, fifth and sixth full months preceding the effective date of this agreement.

To illustrate, if the lease began in May, the CPI figures for November (sixth month), December (fifth month) and January (fourth month) preceding May would be averaged to establish the base figure (Example 1).

The "current index" shall be a three-month average of index figures published by said CPI. The three months to be used to establish said average shall be the fourth, fifth and sixth full months preceding the adjustment date.

The "base figure" for each successive adjustment shall be the "current index" figure used in the last preceding adjustment period (Example 2).

Example 1

Current Index  $\frac{121}{110} = 1.10$  (Adjustment Figure)  
Base Figure

Effective Rent x 1.10 = Adjusted Rent

Example 2

Current Index  $\frac{138}{121} = 1.14$  (Adjustment Figure)  
Base Figure

Effective Rent x 1.14 = Adjusted Rent

The adjustment figure is then multiplied by the monthly rent from the preceding adjustment period to determine the new rent. Using the foregoing examples, if the rent is now \_\_\_\_\_ per month, after the first adjustment it will be \_\_\_\_\_ per month. In the second adjustment it will be \$1,254 per month

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

- D. Renewal Rent.** The renewal rent for each option period will be renegotiated. The renewal rent will be based on an average of two MAI appraisals of the property value. The cost of these appraisals shall be shared equally by the CITY and the LESSEE. The rent shall not be, however, less than the rent in effect in the last effective year of the term or option period.
- E. Arbitration.** In the event the parties cannot agree to the rent for a rental period, the controversy as to rent for said period shall be determined by three arbitrators. After notice by either party to the other requesting arbitration, one arbitrator shall be appointed by each party. Notice of the appointment shall be given by each party to the other when made. The two arbitrators shall immediately chose a third arbitrator to act with them. If they fail to select a third arbitrator, on application by either party, the third arbitrator shall be promptly appointed by the then presiding judge of the Superior Court of the State of California, County of San Diego, acting in his individual capacity. The party making the application shall give the other party notice of his application. All of the arbitrators shall be qualified real estate appraisers. Each party shall bear the expenses of its own appointed arbitrator and shall bear other expenses pursuant to Section 1284.2 of the Code of Civil Procedure of California. Hearings shall be held in the City of San Diego, California. The award shall be the decision of not less than two of the arbitrators. Said derive from award shall be the rent which Lessor could derive from Lessor's property if it were vacant and made available on the open market for new leasing purposes at the commencement of the rental period under arbitration. For the purpose of this arbitration procedure, the arbitrators shall assume that the Lessor has a fee simple absolute estate. In determining what rent Lessor could derive from said property if it were made available on the open market for new leasing purposes, the arbitrators shall use and analyze only that rental data that is found in the open market place, such as is demanded and received by other Lessors for the same or similar uses. In all cases the award shall be based on recognized real estate appraisal principles and methods. The award determined by the arbitrators shall be effective and

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

retroactive to the first day of the rental period under arbitration. The award shall be in writing in the form of a report that is in accordance with law. The arbitrators shall make copies of their report available to any ethical practice committee of any recognized professional real estate organization. The arbitration shall be conducted under and subject to Section 1280 through 1294.2 of the Code Civil Procedure of California."

**3.03 Inspection of Records.**

Not Applicable.

**3.04 Delinquent Rent.**

If LESSEE fails to pay the rent when due, LESSEE will pay in addition to the unpaid rents, \_\_\_\_\_ of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional \_\_\_\_\_ being a total of \_\_\_\_\_ which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

**SECTION 4:        ASSIGNMENT**

**4.01 Time is of Essence; Provisions Binding on Successors.**

Time is of the essence of all of the terms, covenants and conditions of this lease and, except as otherwise provided herein, all of the terms, covenants and conditions of this lease shall apply to, benefit and bind the successors and assigns of the respective parties, jointly and individually.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**4.02 Assignment and Subletting.**

Except to Lessee's affiliates and subsidiaries, LESSEE shall not assign this lease, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. Such consent by the City Manager shall not be unreasonably withheld. A consent to assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of CITY, terminate this lease.

"Assignment," for the purposes of this clause shall include any transfer of any ownership interest in this lease by LESSEE or by any partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions and provisions of this agreement which are applicable to the rights acquired.

**4.03 Encumbrance.**

Subject to prior consent by CITY, which shall not be unreasonably withheld, LESSEE may encumber this lease, its leasehold estate and its improvements thereon by deed of trust, mortgage, chattel mortgage or other security instrument to assure the payment of a promissory note or notes of LESSEE, upon the express condition that the net proceeds of such loan or loans be devoted exclusively to the purpose of developing and/or improving the leased premises. However, a reasonable portion of the loan proceeds may be disbursed for payment of incidental costs

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

of construction, including but not limited to the following: off-site improvements for service of the premises; on-site improvements; escrow charges; premiums for hazard insurance, or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs such as discounts, interest and commissions; and architectural, engineering and attorney's fees and such other normal expenses incidental to such construction.

Any subsequent encumbrances on the premises or on any permanent improvements thereon, must first have the approval in writing of City Manager. Such subsequent encumbrances shall also be for the exclusive purpose of development of the premises. Provided, however, after the premises are fully developed in accordance with said Development Plan to the satisfaction of the City Manager, proceeds from refinancing or from such subsequent encumbrances may be used to reduce LESSEE'S equity so long as there is also substantial benefit to the CITY therefrom. LESSEE understands and specifically agrees that the City Manager shall have the sole and absolute discretion to approve or disapprove any such proposed subsequent encumbrance including, but not limited to, amending the lease to provide then current rents and provisions.

In the event any such approved deed of trust or mortgage or other security-type instrument should at any time be in default and be foreclosed, or transferred in lieu of foreclosure, the CITY will accept the approved mortgagee or beneficiary thereof; as its new tenant under this lease with all the rights, privileges and duties granted and imposed in this lease.

Any default, foreclosure or sale pursuant to said deed of trust, mortgage or other security instrument, shall be invalid with respect to this lease without prior notice thereof to CITY. Upon prior written approval by CITY, said mortgagee or beneficiary may assign this lease to its nominee, if nominee is a reputable, qualified and financially responsible person in the opinion of CITY. Any deed of trust, mortgage or other security instrument shall be subject to all of the terms, covenants and

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

conditions of this lease and shall not be deemed to amend or alter any of the terms, covenants or conditions hereof.

**4.04 Defaults and Remedies.**

**a. Default.** In the event that:

- (1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty day period and diligently pursue such cure to completion; or
- (2) LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) LESSEE shall be adjudicated a bankrupt; or
- (4) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 4.04 a(1), Default and Remedies, hereof, is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

In the event that there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s)

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

- b. Remedies.** If the mortgagee or beneficiary shall be required to exercise its right to cure said default(s) through litigation or through foreclosure, the CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:
- (1) CITY may correct said default(s) and charge the costs thereof to the account of LESSEE, which charge shall be due and payable on the date that the rent is next due after presentation by CITY to LESSEE and mortgagee or beneficiary of a statement of said costs.
  - (2) CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, CITY and LESSEE or by CITY and mortgagee or beneficiary; or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.
  - (3) CITY may terminate this lease as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE agrees to assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition for early payoff of the related obligations by CITY. CITY may, as an alternative, substitute for the terminated LESSEE a new LESSEE reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in releasing to a new tenant shall be the responsibility of the terminated LESSEE, and LESSEE hereby agrees to reimburse CITY for any such

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

costs.

Should the default(s) be not curable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. **Abandonment by LESSEE.** Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.
- d. **Waiver.** Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

of Oceanside and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

**4.05 Eminent Domain.**

If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

- a. **Total Taking.** In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. **Partial Taking.** In the event of a partial taking, if, in the mutual opinion of CITY and LESSEE the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

In the event of a partial taking, if, in the mutual opinion of CITY and LESSEE the remainder of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

- c. **Award.** All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of or damages to LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- d. **Transfer.** CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease.
- e. **No Inverse Condemnation.** The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation so long as such rights do not unreasonably or substantially interfere with LESSEE'S operations.

**SECTION 5: INSURANCE RISKS/SECURITY**

**5.01 Indemnity.**

CITY and LESSEE, and all parties claiming under them, hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by insurance on the leased premises or covered by insurance in connection with property on, or activities conducted on, the leased premises, regardless of the cause of the damage or loss.

LESSEE shall at all times relieve, indemnify, protect, and save CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs,

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

judgments, civil fines, and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:

- a. **Condition.** Any unsafe or defective condition in or on the premises of any nature whatsoever which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by LESSEE;
- b. **Operation.** Any operation, use, or occupation conducted on the premises by LESSEE;
- c. **Negligence.** Any act, omission, or negligence on the part of LESSEE, its employees, agents, sublessees, invitees, licensees; or
- d. **Compliance.** Any failure by LESSEE to comply or secure compliance with any of the lease terms or conditions.

**5.02 Insurance.**

LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:

- a. **Liability.** Public liability and property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit Liability with an occurrence claims form, if available. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by LESSEE or by authorized representatives of LESSEE on or in connection with the LESSEE's use or operation of the premises.
- b. **Fire.** Fire, extended coverage, and vandalism insurance policy on all LESSEE's insurable property on the premises in an amount to cover 100 percent of the replacement cost.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

- c. Conditions.** All insurance policies will list CITY as an additional insured, protect CITY as its interests may appear, against reasonable legal costs legal costs in defending claims, and will not terminate without sixty (60) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the lease, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance certificate will remain on file with CITY during the entire term of the lease. At least thirty (30) days prior to the expiration of each certificate, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this lease.
- d. Modification.** CITY, at its discretion, may require the revision of amounts and coverage at any time during the term by giving LESSEE sixty (60) days prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the premises. LESSEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.
- e. Accident Reports.** LESSEE shall report to CITY any accident causing more than TEN THOUSAND DOLLARS (\$10,000) worth of property damage or any serious injury to persons on the premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.
- f. Failure to Comply.** If LESSEE fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. LESSEE shall

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection f., if LESSEE fails or refuses to take out or maintain insurance as required in this lease, or fails to provide the proof of insurance, CITY has the right to declare this lease in default without further notice to LESSEE and CITY shall be entitled to exercise all legal remedies in the event of such default.

**5.03 Waste, Damage, or Destruction.**

LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY.

**SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS**

**6.01 Acceptance of Premises.**

CITY hereby grants to LESSEE the right to access property prior to commencement of lease to perform appropriate inspections, tests, investigations and observations. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects in the premises.

**6.02 Entry and Inspection.**

CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said premises are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. LESSEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.

In addition to the above, CITY or any contractor or subcontractor representing CITY shall have the right to enter the premises for the purpose of conducting any maintenance operations. All such maintenance work shall be in accordance with plans and specifications approved by CITY and shall be accomplished in a manner so as to minimize interference with LESSEE'S operation of the leasehold.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**6.03 Maintenance.**

LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. LESSEE will make all repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with all applicable laws. Appropriate codes and standards of City, state and federal agencies shall be observed in all maintenance, repairs and replacements on the premises.

**6.04 Improvements/Alterations.**

No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by LESSEE without prior written approval by the City Manager. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense for any improvements or alterations.

**6.05 Utilities.**

LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises.

**6.06 Liens.**

LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor and materials

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

**6.07 Taxes.**

LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the leased premises, including any licenses or permits. LESSEE recognizes and agrees that this lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

**6.08 Signs.**

LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, LESSEE agrees to remove

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost.

**6.09 Ownership of Improvements and Personal Property.**

- a. LESSEE, upon termination of this Lease Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the leased premises to its original condition, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the leased premises after termination of this Lease Agreement, LESSEE shall pay rent at the existing monthly rate until such time as the removal of personal property and fixtures is completed.
- b. LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.
- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.
- e. Any necessary removal by either CITY or LESSEE which takes place beyond said expiration or termination hereof shall require LESSEE to pay rent to CITY at the rate in effect immediately prior to said

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

expiration or termination.

**SECTION 7: GENERAL PROVISIONS**

**7.01 Notices**

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE as follows:

U. S. WEST Cellular of California, Inc.  
3350 161st Avenue S.E.  
P.O. Box 7329  
Bellevue, WA 98008-1329  
Attn: Real Estate Department

and to CITY as follows:

City of Oceanside  
Engineering Department  
Real Property Division  
300 North Hill Street  
Oceanside, CA 92054

or to any mortgagee, trustee, or beneficiary as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this lease may by like notice designate a different address to which notices shall be sent.

**7.02 Compliance with Law.**

LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, County, State, and Federal Governments, at LESSEE'S sole cost and expense. In

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation,

**7.03 CITY Approval.**

The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.

**7.04 Nondiscrimination.**

LESSEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap in LESSEE'S use of the premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

**7.05 Equal Opportunity.**

LESSEE agrees to abide by CITY'S Equal Opportunity Policy as it exists or is amended to the extent that the program is applicable to this lease. A copy of the program effective as of the date of this lease is on file in the City Clerk's Office and by this reference is part hereof.

**7.06 Partial Invalidity.**

If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**7.07 Legal Fees.**

In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.

**7.08 Number and Gender.**

Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.

**7.09 Captions.**

The lease outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.

**7.10 Entire Understanding.**

This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

**SECTION 8: SPECIAL PROVISIONS**

Not Applicable

**CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR**

**SECTION 9:        SIGNATURES**

**9.01        Signature Page.**

IN WITNESS WHEREOF, this Lease Agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

THE CITY OF OCEANSIDE

Date 9/10/90

By   
City Manager

Date 9/10/90

By   
City Clerk of Oceanside

Date 7-10-90

By   
Lessee

Date \_\_\_\_\_

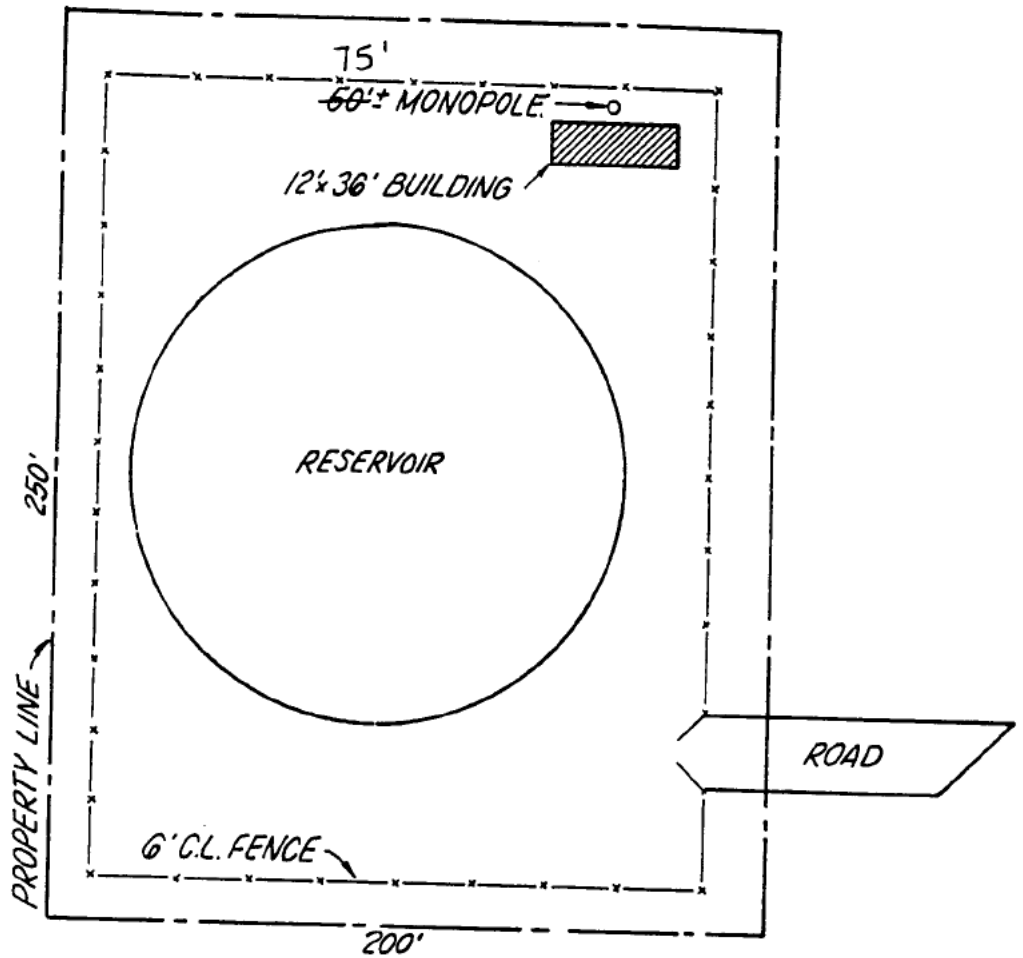
By \_\_\_\_\_  
Lessee

Approved as to Form this \_\_\_\_\_ day \_\_\_\_\_ 199

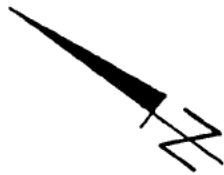
By   
Asst. City Attorney

CITY OF OCEANSIDE  
PROPERTY LEASE AGREEMENT  
WITH U. S. WEST CELLULAR  
FOR PROPERTY AT HENIE HILLS RESERVOIR

SECTION 10: EXHIBITS



PLOT PLAN  
SCALE 1" = 50'



 DENOTES LEASE SITE

Revision	By	Approved	Date

CITY OF OCEANSIDE

EXHIBIT "A"

U.S. WEST  
HENIE HILLS LEASE

CITY ENGINEER Date

SUPPLEMENTAL  
DRAWING NO.

EXHIBIT “D”

**Sub-Lease with DISH Wireless, LLC**

[see attached]

Lessee Site Name: CA-CCI-T-814676  
Lessee Site Number: SDSAN00337B

Lessor Site Name: EL CAMINO  
Lessor JDE Business Unit: 814676  
Lessor License Number: 814999

**SITE LEASE ACKNOWLEDGMENT**



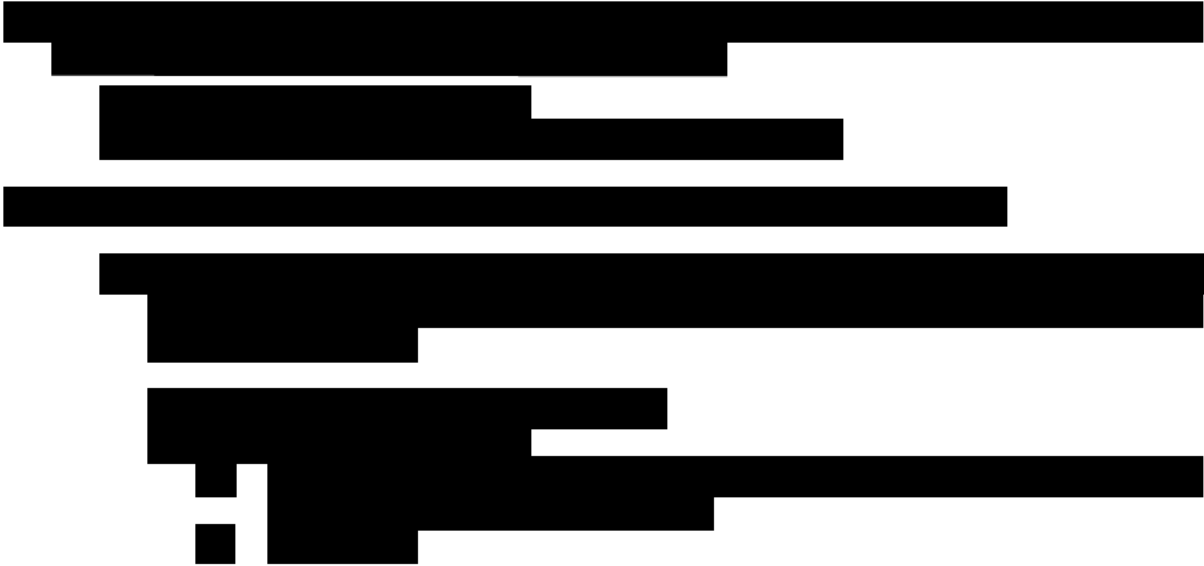
June 17, 2022 THIS SITE LEASE ACKNOWLEDGMENT (“SLA”) is entered into as of (“Effective Date”), by and between Crown Castle GT Company LLC, a Delaware limited liability company (“Lessor”), and DISH Wireless L.L.C., a Colorado limited liability company (“Lessee”). Lessor and Lessee are at times collectively referred to hereinafter as the “Parties”, or individually as a “Party”.

**BACKGROUND**

WHEREAS, Lessor (and/or certain of Lessor’s Affiliates or Lessor’s manager and/or certain of its Affiliates) and Lessee have entered into that certain Master Lease Agreement dated November 13, 2020 (the “MLA”). Such MLA provides that Lessor and Lessee will enter into separate Site Lease Acknowledgments on a site-by-site basis, pursuant to which Lessor will lease to Lessee certain Leased Property at a Site.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:



Such later date shall be referred to herein as the “BMP Commencement Date”. Payment of the Basic Monthly Payment shall be made in accordance with the procedures set forth in Section 11.3.1 and Section 12 of the MLA and for any partial months shall be prorated based on the number of days within such month that the Basic Monthly Payment obligation is in effect.



Lessee Site Name: CA-CCI-T-814676  
Lessee Site Number: SDSAN00337B

Lessor Site Name: EL CAMINO  
Lessor JDE Business Unit: 814676  
Lessor License Number: 814999

b. Base Equipment Configuration. The Parties acknowledge that the base equipment and space configuration to which this SLA applies (the “**Base Equipment Configuration**”) is of the type indicated by an “X” in the applicable checkbox below (*check only one box as applicable*):

- Standard Equipment Configuration
- Expanded Equipment Configuration

c. Additional Rent. Additional Rent, if any, for items in excess of the Base Equipment Configuration shall be paid in accordance with the terms set forth in Section 4 of Exhibit A to the MLA and this Section 2(c), in the amounts and manner delineated below in this Section 2(c). For any partial months, any recurring Additional Rent shall be prorated based on the number of days within such month that such recurring Additional Rent obligation is in effect.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Lessee Site Name: CA-CCI-T-814676  
Lessee Site Number: SDSAN00337B

Lessor Site Name: EL CAMINO  
Lessor JDE Business Unit: 814676  
Lessor License Number: 814999

**Schedule B** (Site Plan) and is the first 5' x 7' (or lesser configuration) of additional Ground Space leased to Lessee at the Site.

Additional Contiguous Ground Space Increment(s) (Already Owned). This SLA permits the use of \_\_\_\_\_ square feet of additional contiguous Ground Space, that is already owned, leased or licensed by Lessor at the time of SLA Application entry (excluding any option to purchase, lease or license any ground space), for an applicable initial Additional Rent amount of \_\_\_\_\_. Such additional contiguous Ground Space is depicted in **Schedule B** (Site Plan).

Up to First 5' x 7' of Additional Ground Space (Non-Contiguous). This SLA permits the use of up to 5' x 7' of additional non-contiguous Ground Space, that is already owned, leased or licensed by Lessor at the time of SLA Application entry (excluding any option to purchase, lease or license any ground space), for an applicable initial Additional Rent amount of \_\_\_\_\_. Such additional non-contiguous Ground Space is depicted in **Schedule B** (Site Plan) and is the first 5' x 7' (or lesser configuration) of additional Ground Space leased to Lessee at the Site where (*check applicable box*)

there is available contiguous space that is contiguous with Lessee's other Ground Space at the Site, but Lessee has elected not to lease such available contiguous space.

there is not available contiguous space that is contiguous with Lessee's other Ground Space at the Site.

Additional Non-Contiguous Ground Space Increment(s) (Already Owned). This SLA permits the use of \_\_\_\_\_ square feet of additional non-contiguous Ground Space, that is already owned, leased or licensed by Lessor at the time of SLA Application entry (excluding any option to purchase, lease or license any ground space), for an applicable initial Additional Rent amount of \_\_\_\_\_. Such additional non-contiguous Ground Space is depicted in **Schedule B** (Site Plan).

Additional Contiguous or Non-Contiguous Ground Space Increment(s) (Not Already Owned). This SLA permits the use of \_\_\_\_\_ square feet of additional contiguous or non-contiguous Ground Space, that is outside of what is already owned, leased or licensed by Lessor at the Site at the time of SLA Application entry, for an applicable initial Additional Rent amount of \_\_\_\_\_. Such additional Ground Space is depicted in **Schedule B** (Site Plan).

Additional RAD Center(s). This SLA permits the use of \_\_\_\_\_ additional RAD Center(s) on the Structure at the Site for an applicable initial Additional Rent amount of \_\_\_\_\_. Such additional RAD Center(s) is(are) identified in **Schedule A** (SLA Application).

Additional Vertical Space. This SLA permits the use of \_\_\_\_\_ feet of additional Vertical Space on the Structure at the Site for an applicable initial Additional Rent amount



Lessee Site Name: CA-CCI-T-814676  
Lessee Site Number: SDSAN00337B

Lessor Site Name: EL CAMINO  
Lessor JDE Business Unit: 814676  
Lessor License Number: 814999

of \_\_\_\_\_. Such additional Vertical Space is identified in **Schedule A** (SLA Application).

Other Additional Rent Payable Together with, and Subject to Same Adjustments as, Basic Monthly Payment. An initial Additional Rent of \_\_\_\_\_ is payable together with the Basic Monthly Payment hereunder and subject to adjustment as described in Section 2(c)(i)(B) above for the following described items, which are not specified on Table 2 in Exhibit C to the MLA, but shall be deemed to be Additional Rent Items for the purposes of this SLA (include line item descriptions):

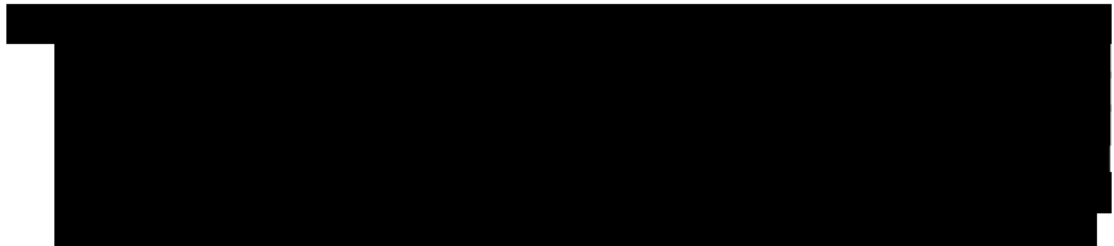
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii) Other Additional Rent Not Included in Section 2(c)(i) Above. List of other Additional Rent, if any, not included in Section 2(c)(i) above, together with applicable payment terms (e.g., one-time payments, payments that occur at irregular intervals, etc.) (include line item descriptions or write "Not Applicable"):

Not Applicable

d. Term. The SLA Term of this SLA shall be as set forth in Section 5.1 of the MLA, and shall commence on the first day of the month following the date on which this SLA is executed by both Parties consistent with Section 6 of the MLA.

3. Special Provisions.



b. Additional Special Provisions: (insert any additional special provisions, or write "Not Applicable")

Not Applicable.

4. Site Address; Legal Description of Site; and Access. Lessor hereby leases to Lessee, and Lessee leases from Lessor, as applicable, (a) the Antenna Space on the Structure at such height(s) and location(s) as more particularly set forth on **Schedule A** (SLA Application), which is attached hereto and incorporated herein by this reference, and (b) Ground Space on the Parcel at such location(s) as more particularly set forth on **Schedule B** (Site Plan), which is attached hereto and incorporated herein by this reference (such Antenna Space and Ground Space collectively, the



Lessee Site Name: CA-CCI-T-814676  
 Lessee Site Number: SDSAN00337B

Lessor Site Name: EL CAMINO  
 Lessor JDE Business Unit: 814676  
 Lessor License Number: 814999

“**Leased Property**”). Lessor hereby grants a lease to Lessee to install, operate and maintain within the Leased Property at the Site only the communications equipment (“**Lessee’s Equipment**”) described in **Schedule A** and/or shown in **Schedule B**, which lease is subject to the Installation Standards and the provisions set forth in the MLA. Subject to the Installation Standards, any restrictions identified in the Prime Agreement and the terms of the MLA, Lessee shall have access to the Leased Property including Lessee’s Equipment thereon, twenty-four (24) hours a day, and seven (7) days a week.

5. **Frequencies.** Lessee’s Initial Installation shall use those certain frequencies, in pre-approved transmit power, as set forth on **Schedule A** (SLA Application) attached hereto. Any changes to those frequencies set forth on **Schedule A** shall be made pursuant and subject to the provisions set forth in the MLA, including, without limitation, those provisions pertaining to Permitted Frequencies set forth in Section 5.1 and Section 16.2(b) of Exhibit A to the MLA.
6. **Relocation by Lessee.** During the Agreement Term, Lessee shall have the right, for any reason in its discretion to terminate this SLA and relocate Lessee’s Equipment (if any) and/or operations from the Site to alternate space on a replacement site (a “**Replacement Site**”), subject to the following provisions:
  - a. Lessee shall be solely responsible for finding and selecting a Replacement Site for such relocation, which Replacement Site shall not be a Site for which the Parties or any of their Affiliates have already executed an SLA under the MLA, and Lessee acknowledges and understands that any such relocation by Lessee pursuant to this Section 6 is subject to applicable law pertaining to the Replacement Site, the subject Prime Agreement (as defined in Exhibit A to the MLA) for the Replacement Site, the rights of users of the Replacement Site, and available space and capacity at such Replacement Site, as reasonably determined by Lessor (or Lessor’s Affiliate, as applicable);
  - b. Once a suitable Replacement Site for relocation is identified and Lessee submits an SLA Application for its relocation thereto, then such SLA Application shall be processed at no cost to Lessee in accordance with the terms and conditions of the MLA;
  - c. Notwithstanding anything to the contrary herein, a relocation pursuant to this Section 6 shall be deemed to be a relocation pursuant to, and subject to the limitation on relocations set forth in, Section 13 in the MLA;
  - d. Lessee shall be responsible for all costs associated with such relocation or proposed relocation, including, without limitation, the costs of Structural Analysis and site modifications and the costs associated with removing and reinstalling any such Lessee’s Equipment; and
  - e. In the event of any relocation pursuant and subject to this Section 6: (i) a new SLA pursuant and subject to the provisions of the MLA for the Replacement Site (the “**Replacement SLA**”) and a termination agreement that terminates this SLA shall first be executed by the subject Lessor(s) and Lessee(s), (ii) the Initial SLA Term for said Replacement SLA shall match the remaining then-current SLA Term of this SLA as of the date of its termination, the Renewal Terms for said Replacement SLA shall match remaining additional renewal

TT: 1711714N1  
 Prepared by: R. James  
 Prepared on: 4/29/2022  
 Revised on:  
 DISH Network SLA (12-9-20)



LRF Rev. #: 1  
 App Rev. #: 8  
 MLA #: 2274907

Lessee Site Name: CA-CCI-T-814676  
 Lessee Site Number: SDSAN00337B

Lessor Site Name: EL CAMINO  
 Lessor JDE Business Unit: 814676  
 Lessor License Number: 814999

terms of this SLA; (iii) the equipment and space configuration identified in the Replacement SLA shall be the same (or lesser than) the equipment and space configuration identified in this SLA; (iv) the Basic Monthly Payments (if applicable) plus Additional Rent for Additional Rent Items (if applicable) payable under such Replacement SLA shall be no less than the then-current Basic Monthly Payments (if applicable) plus the then-current Additional Rent for Additional Rent Items (if applicable) payable under this SLA, and any rate increases for the subject equipment configuration shall be determined in accordance with the pricing set forth in Exhibit C to the MLA and any adjustments for Revenue Share/Split Sites shall be determined in accordance with Section 4 in Exhibit A to the MLA; and (v) as applicable, Lessee shall, prior to such relocation, pay to Lessor an amount equal to any capital expenditures or other out-of-pocket costs paid by Lessor to third parties (if any, and not any of Lessor's internal out-of-pocket costs) which Lessor incurred (collectively, the "**Reliance Costs**") with respect to the Site in relation to, and for the purposes and to the extent of, accommodating Lessee's Equipment on the Site for the entire subject Initial SLA Term or Renewal Term being terminated, but only to the extent that such capital expenditures: (A) are documented by Lessor as actually being incurred by Lessor with respect to the Site; (B) had not been recouped by Lessor as a separate fee(s) paid by Lessee during the subject Initial SLA Term or Renewal Term; and (C) remain unrecouped as of the subject payment date. Such Reliance Costs shall be pro-rated, as applicable.

7. MLA; Defined Terms; Incorporation of Background. This SLA is entered into pursuant to the MLA. All terms and conditions of the MLA are incorporated herein by this reference and made a part hereof without the necessity of repeating such terms and conditions or attaching the MLA. By executing and delivering this SLA, the Parties hereby agree to be bound by all terms and conditions of the MLA applicable to such Party, and to perform all covenants and agreements of such Party therein. Capitalized terms used in this SLA shall have the same meanings ascribed to them in the MLA unless otherwise indicated herein. The background section set forth above is hereby incorporated into this SLA by this reference in its entirety.
8. Conflict. In the event of an inconsistency, conflict or discrepancy between the terms of MLA and this SLA, the terms set forth in this SLA shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

TT: 1711714N1  
 Prepared by: R. James  
 Prepared on: 4/29/2022  
 Revised on:  
 DISH Network SLA (12-9-20)



LRF Rev. #:1  
 App Rev. #:8  
 MLA #: 2274907

Lessee Site Name: CA-CCI-T-814676  
Lessee Site Number: SDSAN00337B

Lessor Site Name: EL CAMINO  
Lessor JDE Business Unit: 814676  
Lessor License Number: 814999

IN WITNESS WHEREOF, the Parties have executed this SLA as of the Effective Date.

**LESSOR:**

Crown Castle GT Company LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
DocuSigned by:  
32804738332C443...


Name: JESSICA DERNOSEK

Title: Supervisor, Contract Development

Date: June 17, 2022

**LESSEE:**

DISH Wireless L.L.C.,  
a Colorado limited liability company

By:  \_\_\_\_\_  
DocuSigned by:  
3808A77FFF1D4F9...

Name: Derek Yachanin

Title: Market GM San Diego

Date: May 18, 2022

SDM Approver

TT: 1711714N1  
Prepared by: R. James  
Prepared on: 4/29/2022  
Revised on:  
DISH Network SLA (12-9-20)



LRF Rev. #:1  
App Rev. #:8  
MLA #: 2274907

Lessee Site Name: CA-CCI-T-814676  
Lessee Site Number: SDSAN00337B

Lessor Site Name: EL CAMINO  
Lessor JDE Business Unit: 814676  
Lessor License Number: 814999

**SCHEDULE A TO SLA**

**SLA APPLICATION**

**[Attached Hereafter]**

I hereby confirm that I have reviewed and approved all pages of the SLA Application.

<sup>DS</sup>  
*DEA*

TT: 1711714N1  
Prepared by: R. James  
Prepared on: 4/29/2022  
Revised on:  
DISH Network SLA (12-9-20)

LRF Rev. #:1  
App Rev. #:8  
MLA #: 2274907



## Order Information

Order ID	Submitted By	Original Submit Date	JDE Job Number	Revision Number
574066	RPA_BULKORDERSUBMIT RPA_BULKORDERSUBMIT	May 24 2021	672677	8

Orders are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

## Site Information

Site ID	Crown Castle Structure	Structure Height (ft)	Crown Castle Site Name
814676	A	54.0	EL CAMINO
Crown Castle District	County		
LAX	San Diego		
Latitude	Longitude	Structure Type	Site Address
33° 11' 20.80"	-117° 18' 8.90"	MONOPOLE	Henie Hills Reservoir 1 Barnard Drive Oceanside, CA 92056

## Order Parameters

Who is the customer?	What do you want to do?	First Time Install on Site?	What is the Scope of your Order?
DISH Network	License Agreement	Yes	Tower Equipment and Ground Space

What is the scope of work?

Dish 5G- Dish proposes to add (3) antennas, (6) RRU, (1) OVP and (1) hybrid. Dish will have a 5'x7' lease area with (1) cabinet. Mount: Commscope MC-K6MHDX-9-96

## Customer

Billing Company	Billing ID Number	Billing Address	
DISH Wireless L.L.C.	674945	5701 S SANTA FE DR ATTN: LEASE ADMINISTRATION LITTLETON, CO 80120	
Operating Legal Entity	Operating Legal Entity ID		
DISH Wireless L.L.C.	674945		
Customer Site Name	Customer Site Number	Customer Job Number	Customer Payment Reference
CA-CCI-T-814676	SDSAN00337B	--	--
Customer Project Number	Customer Market	Customer Region	Customer Sub-Market
--	SAN DIEGO/LAS VEGAS	WEST	SAN DIEGO
Project Management Vendor			
Crown Castle - PMV			

## Contacts

NAME	EMAIL	PHONE	ADDRESS
KEVIN BECKER	KEVIN.BECKER@dish.com		

## RF Contacts

There are currently no Contacts for this order.

## Configuration Review

### Antennas

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
44	44	3	0	3	0	KMW COMMUNICATIONS / KE654L4H6-D	72.00	18.10	7.10	67.00

## Tower Mounted Equipment

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	TYPE	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
44	44	3	0	3	0	FUJITSU / TA08025-B604	TME	14.96	15.75	7.87	63.90
44	44	3	0	3	0	FUJITSU / TA08025-B605	TME	14.96	15.75	9.06	74.96
44	44	1	0	1	0	RAYCAP / RDIDC-9181-PF-48	JUNCTION BOX	16.57	14.57	8.46	21.85

## Feedlines

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	NOMINAL SIZE (in)	NOMINAL O.D. (in)
44	44	1	0	1	0	CUI / CU12PSM9P8XXX	1-3/8	1.41

## Frequencies

SVC TECHNOLOGY	EIRP (WATTS)	STANDARD FREQUENCY	TRANSMIT FREQUENCY
5G	76.00		642.000 - 647.000MHZ
5G	76.00		2180.000 - 2200.000MHZ
5G	76.00		722.000 - 728.000MHZ
5G	76.00		1995.000 - 2020.000MHZ

All Receive frequencies are approved.

## Cabinets

Number of Proposed Additional Cabinets

1

## Lease Areas

Lease Area 7'0"x5'0" (35.00sq. ft.) - Proposed

### Foundation Types

TYPE	LENGTH	WIDTH	HEIGHT	SQ. FT.	STATUS
Pad	7'0"	5'0"		35.00	Proposed

## Power

Do you need Crown to supply Power?

No

Battery Backup Required?

No

## Equipment

### Antennas

MANUFACTURER / MODEL	ANTENNA CENTERLINE (ft)	AZIMUTH	CUSTOMER MOUNT CLASS	MOUNT ORIENTATION	STATUS
KMW COMMUNICATIONS / KE654L4H6-D	44	0	T-ARM MOUNT	Mid-Mount	Proposed
KMW COMMUNICATIONS / KE654L4H6-D	44	120	T-ARM MOUNT	Mid-Mount	Proposed
KMW COMMUNICATIONS / KE654L4H6-D	44	240	T-ARM MOUNT	Mid-Mount	Proposed

## Tower Mounted Equipment

TYPE	MANUFACTURER / MODEL	TME CENTERLINE (ft)	LOCATED ON ANTENNA MOUNT?	MOUNT CLASS	STATUS
TME	FUJITSU / TA08025-B605	44	Yes		Proposed
TME	FUJITSU / TA08025-B605	44	Yes		Proposed
TME	FUJITSU / TA08025-B605	44	Yes		Proposed
TME	FUJITSU / TA08025-B604	44	Yes		Proposed
TME	FUJITSU / TA08025-B604	44	Yes		Proposed
TME	FUJITSU / TA08025-B604	44	Yes		Proposed
JUNCTION BOX	RAYCAP / RDIDC-9181-PF-48	44	Yes		Proposed

## Feedlines

TYPE	MANUFACTURER / MODEL	NOMINAL SIZE (in)	ATTACHED CENTERLINE (ft)	LENGTH (ft)	IN CONDUIT?	STATUS
HYBRID	CUI / CU12PSM9P8XXX	1-3/8	44	94	No	Proposed

*NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred). Because manufacturers may change equipment specifications (e.g., length, width, height, depth or weight) for a Model Number without changing the Model Number itself, the equipment specifications for such Model Number as identified herein shall be used to determine exactly which version of equipment with such Model Number is approved by Crown Castle herein. Crown Castle may include the suffix "CCLv" together with a number (indicating a version number) after a Model Number, which suffix is not part of the actual Model Number, but indicative of a known change to the equipment specifications applicable to such Model Number.*

Lessee Site Name: CA-CCI-T-814676  
Lessee Site Number: SDSAN00337B

Lessor Site Name: EL CAMINO  
Lessor JDE Business Unit: 814676  
Lessor License Number: 814999

**SCHEDULE B TO SLA**

**SITE PLAN**

**[Attached Hereafter]**

I hereby confirm that I have reviewed and approved all pages of the site plan.

<sup>DS</sup>  
*DFL*



EXHIBIT "E"

Legal Description Easement Area 1

All that portion of Section 28, Township 11 South, Range 4 West, San Bernardino Meridian, in the City of Oceanside, County of San Diego, State of California, as shown on record of Survey #11941 more fully described as follows:

**Strip 1**

Being a strip of land 40 feet wide lying 20 feet on each side of the following described centerline:

Beginning at the intersection of Glaser Drive centerline and the easterly subdivision boundary of 'Del Oro Hills' as shown on Map No. 11465; said point of beginning is on a curve concave to the south having a radius of 1100 feet, to which point a radial line bears N 11°12'26" W; thence easterly 229.56 feet along said curve through a central angle of 11°57'26"; thence S 89°15'00" E 80.00 feet; thence S 0°45'00" W 226.57 feet to the beginning of a curve concave to the east having a radius of 250 feet; thence southerly 83.99 feet along said curve through a central angle of 19°15'00"; thence S 18°30'00" E 76.75 feet to a point on a non-tangent curve concave to the southeast having a radius of 400 feet, to which point a radial line bears N 17°42'38" W; thence westerly and southerly 271.86 feet along said curve through a central angle of 38°56'29"; thence S 33°20'53" W 53.80 feet to the beginning of a tangent curve concave to the east having a radius of 200 feet; thence southerly and easterly 313.81 feet along said curve through a central angle of 89°54'00"; thence S 56°33'07" E 754.87 feet; thence N 33°26'53" E 17.85 feet to point 'A' and the terminus of this strip.

The sidelines of the beginning of this strip shall be lengthened or shortened to intersect the easterly subdivision boundary of Map No. 11465.

**Strip 2**

Being a strip of land 24 feet wide lying 12 feet on each side of the following described centerline:

Beginning at point 'A' described in Strip 1 above; said point of beginning is the beginning of a tangent curve concave to the southeast having a radius of 100 feet; thence northeasterly 51.49 feet along said curve through a central angle of 29°30'00" to a point of reverse curvature having a radius of 100 feet. To which point a radial line bears N 27°03'07" W; thence northeasterly 43.54 feet along said reverse curve through a central angle of 24°56'53"; thence N 38°00'00" E 95.00 feet; thence S 52°00'00" E 22.00 feet; thence N 38°00'00" E 12.00 feet to point "B" and the terminus of this strip.

[Legal Description continues on next page]

[Legal Description continued from previous page]

### **Strip 3**

Being a strip of land 14 feet wide lying 7 feet on each side of the following described centerline:

Beginning at point "B" described in Strip 2 above: thence continuing from said point of beginning N 38°00'00" E 1.12 feet to a tangent curve concave to the west having a radius of 75.00 feet; thence northerly 89.14 feet along said curve through a central angle of 68°05'44"; thence N 30°05'44" W 116.20 feet: thence N 59°54'16" E 48 feet more or less to the southwesterly boundary of that certain parcel of land described in deed to the City of Oceanside, recorded June 20, 1960 as Document No. 125404, Series I, Book 1960 of Official Records On file in the Office of the Recorder of the County of San Diego, State of California. Said point being the terminus of this strip.

The sidelines of the terminus of this strip shall be lengthened or shortened to intersect the southwesterly boundary of the above-described City of Oceanside boundary.

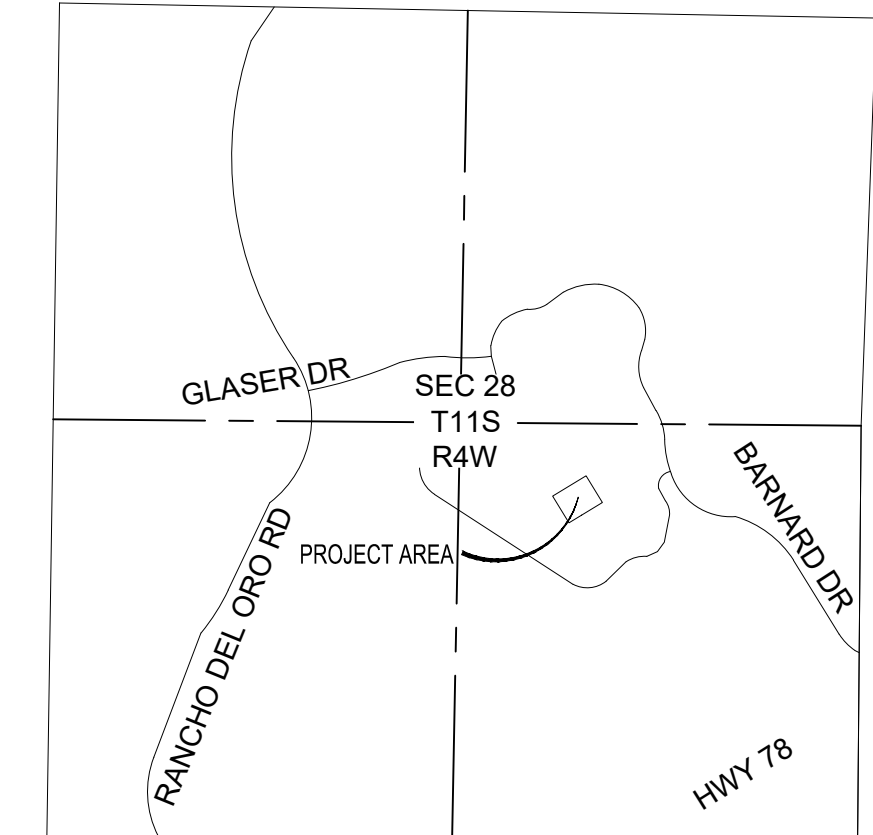
EXHIBIT "F"

Map generally depicting Easement Area 1

[See attached]

# ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 4 WEST OF THE SAN BERNARDINO MERIDIAN, CITY OF OCEANSIDE, SAN DIEGO COUNTY, CALIFORNIA;



## LEGAL DESCRIPTION TITLE REPORT SCHEDULE II

ALL THAT PORTION OF SEC. 28, T 11 S, R 4 W, S. B. B. M., IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, ACCORDING TO U.S. GOVERNMENT SURVEY APPROVED DEC. 27, 1870, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE SOUTHEAST CORNER OF SAID SEC. 28;
- THENCE S 71° 56' 35" W 85.74' TO A POINT ON THE CENTERLINE AT ENGINEER'S STATION 204+18.06, STATE HIGHWAY XI-SD-196-OCN, BEING THE TRUE POINT OF BEGINNING;
  - THENCE N 3° 55' 50" W 522.72' TO A POINT LYING 5' NORTHEASTERLY OF AND OUTSIDE THAT CERTAIN 150' RIGHT-OF-WAY AS CONDEMNED BY ORDER OF SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO IN CIVIL CASE NO. 100773 AS RECORDED NOV. 28, 1941, IN BOOK 1279, PAGE 211, OFFICIAL RECORDS;
  - THENCE N 57° 04' 20" W 1399.32' PARALLEL TO SAID 150' RIGHT-OF-WAY;
  - THENCE LEAVING SAID 150' RIGHT-OF-WAY N 19° 48' 25" E 569.92';
  - THENCE N 67° 34' 50" W 714.67' TO THE TRUE POINT OF BEGINNING.
- THENCE N 58° 38' 55" E 155.11';
  - THENCE N 31° 21' 05" W 200.00';
  - THENCE S 58° 38' 55" W 250.00';
  - THENCE S 31° 21' 05" E 200.00';
  - THENCE N 58° 38' 55" E 94.89' TO THE TRUE POINT OF BEGINNING, BEING A PARCEL OF LAND 1.15 ACRES IN AREA.

## TITLE REPORT SCHEDULE "III" ITEM NOTES

- MORTGAGES, DEEDS OF TRUST AND UCCS  
NONE FOUND WITHIN PERIOD SEARCHED.  
(MAY AFFECT, NOT PLOTTABLE)
- JUDGMENTS AND LIENS  
NONE FOUND WITHIN PERIOD SEARCHED.  
(MAY AFFECT, NOT A SURVEY MATTER)
- COVENANTS AND RESTRICTIONS  
NONE FOUND WITHIN PERIOD SEARCHED.  
(MAY AFFECT, NOT A SURVEY MATTER)
- EASEMENTS AND RIGHTS OF WAY
  - DEED OF CONVEYANCE BY MIRACOSTA COMMUNITY COLLEGE DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA TO U. S. CELLULAR OF CALIFORNIA, INC., A CORPORATION, DATED SEPTEMBER 05, 1991, RECORDED SEPTEMBER 20, 1991, IN INSTRUMENT NO: 1991-0486469.  
(AFFECTS, 40' WIDE, 24' WIDE, AND 14' WIDE INGRESS/EGRESS EASEMENTS SHOWN HEREON)

NOTES: FACILITIES, ASSIGNMENT OF LEASES/EASEMENTS IN INSTRUMENT NO: 1995-0345349, ATTACHED.
- OTHER RECORDED DOCUMENTS
  - NOTICE OF COMPLETION DATED DECEMBER 18, 2023, RECORDED DECEMBER 27, 2023, IN INSTRUMENT NO: 2023-0353111.
  - ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN GTE WIRELESS OF THE PACIFIC INCORPORATED, A DELAWARE CORPORATION, ET AL. AND CROWN CASTLE GT COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED JANUARY 29, 2000, RECORDED JUNE 28, 2004, IN INSTRUMENT NO: 2004-0602052.  
  
NOTES: ASSIGNMENT AND ASSUMPTION OF UNRECORDED LEASE.
  - ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN GTE WIRELESS, INCORPORATED, A DELAWARE CORPORATION (SUCCESSOR BY MERGER WIT GTE MOBLINET INCORPORATED, SUCCESSOR BY MERGER WITH CONTEL CELLULAR, INC., SUCCESSOR BY ASSIGNMENT FROM US WEST CELLULAR OF CALIFORNIA, INC.) AND GTE WIRELESS OF THE PACIFIC INCORPORATED, A DELAWARE CORPORATION, DATED JANUARY 29, 2000, RECORDED APRIL 16, 2004, IN INSTRUMENT NO: 2004-0332640.  
  
NOTES: ASSIGNMENT AND ASSUMPTION OF UNRECORDED LEASE.
  - R. O. S. MAP NO. 11941 RECORDED NOVEMBER 23, 1988, IN INSTRUMENT NO: 11941.
  - RECORD OF SURVEY RECORDED OCTOBER 11, 1965, IN INSTRUMENT NO: 6603.  
(AFFECTS, 40' WIDE, 24' WIDE, AND 14' WIDE INGRESS/EGRESS EASEMENTS SHOWN HEREON)
- OTHER UNRECORDED DOCUMENTS
  - TAX MAP
  - PROPERTY CARD  
(MAY AFFECT, NOT A SURVEY MATTER)

## GENERAL NOTES

- GLOBAL POSITIONING SATELLITE (G.P.S.) INSTRUMENTATION WAS USED DURING THE COURSE OF THE FIELD SURVEY. ALL DISTANCES REFERENCED HEREON HAVE BEEN CALCULATED TO GROUND DISTANCES USING A COMBINED SCALE FACTOR OF 1.00005535.
- MEASUREMENTS SHOWN HEREON FALL WITHIN ACCEPTABLE TOLERANCES AS DEFINED BY THE CALIFORNIA MINIMUM BOUNDARY STANDARDS UNLESS OTHERWISE NOTED.
- DISTANCES AND BEARINGS ARE RECORD VALUES UNLESS NOTED OTHERWISE.
- THE SURVEYOR HAS MADE NO ATTEMPT AND HAS NOT OBTAINED ANY INFORMATION RELATING TO, AND HAS NO KNOWLEDGE OF ANY PROPOSED RIGHT-OF-WAYS, EASEMENTS, OR DEDICATIONS THAT ANY MUNICIPALITY, INDIVIDUAL OR GOVERNMENTAL AGENCY MAY HAVE MADE OR MAY REQUIRE.
- THE DESCRIPTION OF PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON, REPRESENT THAT INFORMATION PROVIDED IN REPORT OF TITLE FILE NO. UST77768, PREPARED BY U.S. TITLE SOLUTIONS, DATED MAY 17, 2024. ANY INFORMATION SHOWN WHICH MAY VARY FROM THE CONTENTS OF THE REPORT(S) NOTED ABOVE, REPRESENTS INFORMATION AND MEASUREMENTS FOUND DURING THE COURSE OF THE SURVEY.
- THERE WAS NO OBSERVABLE EVIDENCE OF THIS SITE BEING USED AS A SOLID WASTE DUMP DURING THE COURSE OF THIS SURVEY. EXCEPT AS SHOWN HEREON THERE WAS NO EVIDENCE OF RIGHT-OF-WAY LINES EITHER EXISTING OR PROPOSED DURING THE COURSE OF THIS SURVEY.
- THERE WAS OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- THERE IS NO EVIDENCE FOUND OF EARTH MOVING DURING THE COURSE OF THIS SURVEY.

## LEGEND

RBR	REBAR	⊙	FOUND AS NOTED
IP	IRON PIPE	⊞	ELECTRIC TRANSFORMER
FD	FOUND	⊞	ELECTRIC PULL BOX
APN	ASSESSORS PARCEL NUMBER	⊞	SAN SEWER MANHOLE
D/W	DRIVEWAY	⊞	SAN SEWER MANHOLE
⊞	POWER POLE	⊞	BLOW-OFF VALVE
⊞	WATER VALVE	⊞	FIBER OPTIC PULLBOX
⊞	TELEPHONE PEDESTAL	⊞	BOLLARD/POST
⊞	GATE	⊞	IRRIGATION CONTROL VALVE
⊞	LIGHT POLE	⊞	ELECTRIC SERVICE
⊞	ELECTRIC VAULT	⊞	SANITARY SEWER CLEAN OUT
⊞	ELECTRIC CABINET	⊞	GROUND ROD IN HAND HOLE
⊞	ELECTRIC MANHOLE	⊞	FIRE DEPARTMENT CONNECTION
⊞	FIRE HYDRANT	⊞	TELECOMMUNICATION MONOPOLE
		⊞	SAN DIEGO GAS AND ELECTRIC
			SECTION LINE
			BOUNDARY LINE
			CHAIN LINK FENCE
			WALL
			EASEMENT LINE
			TIE LINE

## SURVEYOR

RLF CONSULTING, LLC  
2165 W. PECOS RD. SUITE 5  
CHANDLER, AZ 85224  
PHONE: (480) 445-9189  
FAX: (480) 445-9185  
CONTACT: MICHAEL E. FONDREN, R.L.S.

## OWNER:

DISH-5G DEPLOYMENT  
9601 SOUTH MERIDIAN BLVD  
ENGLEWOOD, CO 80012

## TABLE "A" ITEM NOTES

- MONUMENTS WILL BE PLACED AT ALL MAJOR CORNERS OF THE BOUNDARY, UNLESS ALREADY MARKED.
- ADDRESS OF THE SURVEYED PROPERTY IS:  
HENIE HILLS RESERVOIR  
1 BARNARD DRIVE  
OCEANSIDE, CA 02056
- GROSS LAND AREA IS:  
49,999 SQUARE FEET OF  
1.148 ACRES MORE OR LESS
- SUBSTANTIAL FEATURES OBSERVED IN THE COURSE OF THE FIELD WORK INCLUDE WATER RESERVOIR TANK, AND TELECOMMUNICATION EQUIPMENT.
- THERE WERE NO OBSERVED PARKING SPACES WITHIN THE PARCEL BOUNDARY.
- NAMES OF ADJOINING OWNERS ARE SHOWN HEREON.
- THERE WAS OBSERVABLE EVIDENCE OF RECENT CONSTRUCTION ON THE EAST SIDE OF THE SUBJECT PARCEL.
- ANY PLOTTABLE OFFSITE EASEMENTS ARE SHOWN HEREON.

## REFERENCE DOCUMENTS

- RECORD OF SURVEY MAP NO 21787 AS SHOWN IN FILE NO. 2014-0361129 (SAN DIEGO COUNTY RECORDER'S OFFICE)
- RECORD OF SURVEY MAP NO 6603 AS SHOWN IN FILE NO. 184815 (SAN DIEGO COUNTY RECORDER'S OFFICE)
- RECORD OF SURVEY MAP NO 11941 AS SHOWN IN FILE NO. 88-603872 (SAN DIEGO COUNTY RECORDER'S OFFICE)
- SAN DIEGO COUNTY ASSESSORS MAP 165-11 SHT. 2 OF 8 (SAN DIEGO COUNTY ASSESSORS OFFICE)
- DEL ORO HILLS SUBDIVISION MAP NO. 11465 AS SHOWN IN FILE NO. 86-080698 (SAN DIEGO COUNTY RECORDER'S OFFICE)

## BASIS OF BEARING

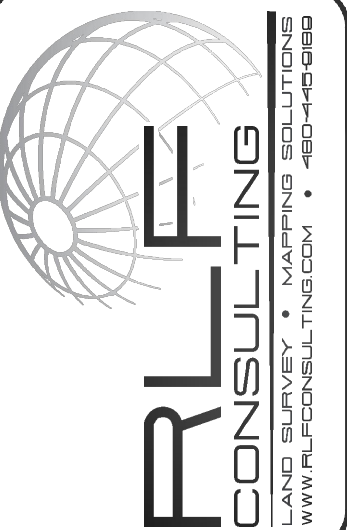
BASIS OF BEARING IS THE MEASURED NORTH LINE OF THE SUBJECT PARCEL SAID BEARING IS: N59°00'35"E

## LAND SURVEYOR'S CERTIFICATION:

TO:  
DISH-5G DEPLOYMENT  
CITY OF OCEANSIDE  
U.S. TITLE SOLUTIONS

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 8, 9, 13, 16 & 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 07/15/2024.

BY: Steven A. Wood DATE: 01/29/2025  
STEVEN A. WOOD  
PROFESSIONAL LAND SURVEYOR # 6132



NO.	DATE	REVISION	BY

PURPOSE:  
ALTA/NSPS LAND TITLE SURVEY

DRAWN BY: SRG  
CHECKED BY: MEF



ALTA/NSPS LAND TITLE SURVEY  
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 4 WEST OF THE SAN BERNARDINO MERIDIAN, CITY OF OCEANSIDE, SAN DIEGO COUNTY, CALIFORNIA;

SECTION: 28  
TWN: 11 S.  
RANGE: 4 W.

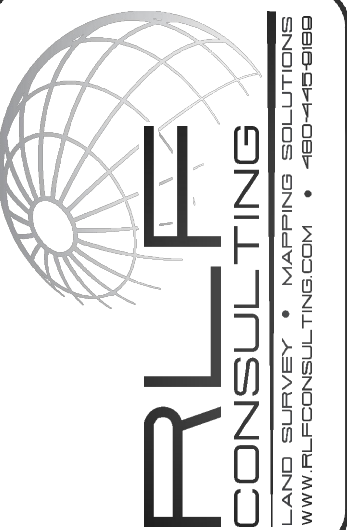
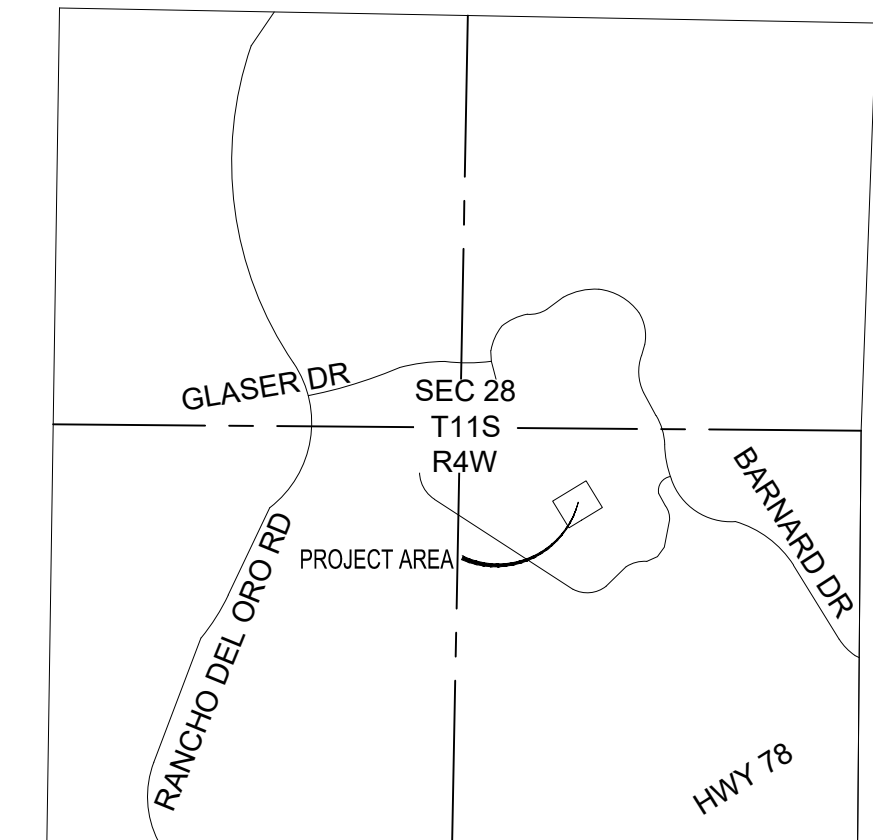
JOB NO.:  
2400495

SCALE  
N / A

SHEET  
1 OF 3

# ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 4 WEST OF THE SAN BERNARDINO MERIDIAN, CITY OF OCEANSIDE, SAN DIEGO COUNTY, CALIFORNIA;



NO.	DATE	REVISION	BY

DRAWN BY: SRG  
CHECKED BY: MEF



**ALTA/NSPS LAND TITLE SURVEY**  
 A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 4 WEST OF THE SAN BERNARDINO MERIDIAN, CITY OF OCEANSIDE, SAN DIEGO COUNTY, CALIFORNIA;

SECTION: 28  
TWNSH: 11 S.  
RANGE: 4 W.

JOB NO.:  
2400495

SCALE  
VARIES

SHEET  
2 OF 3

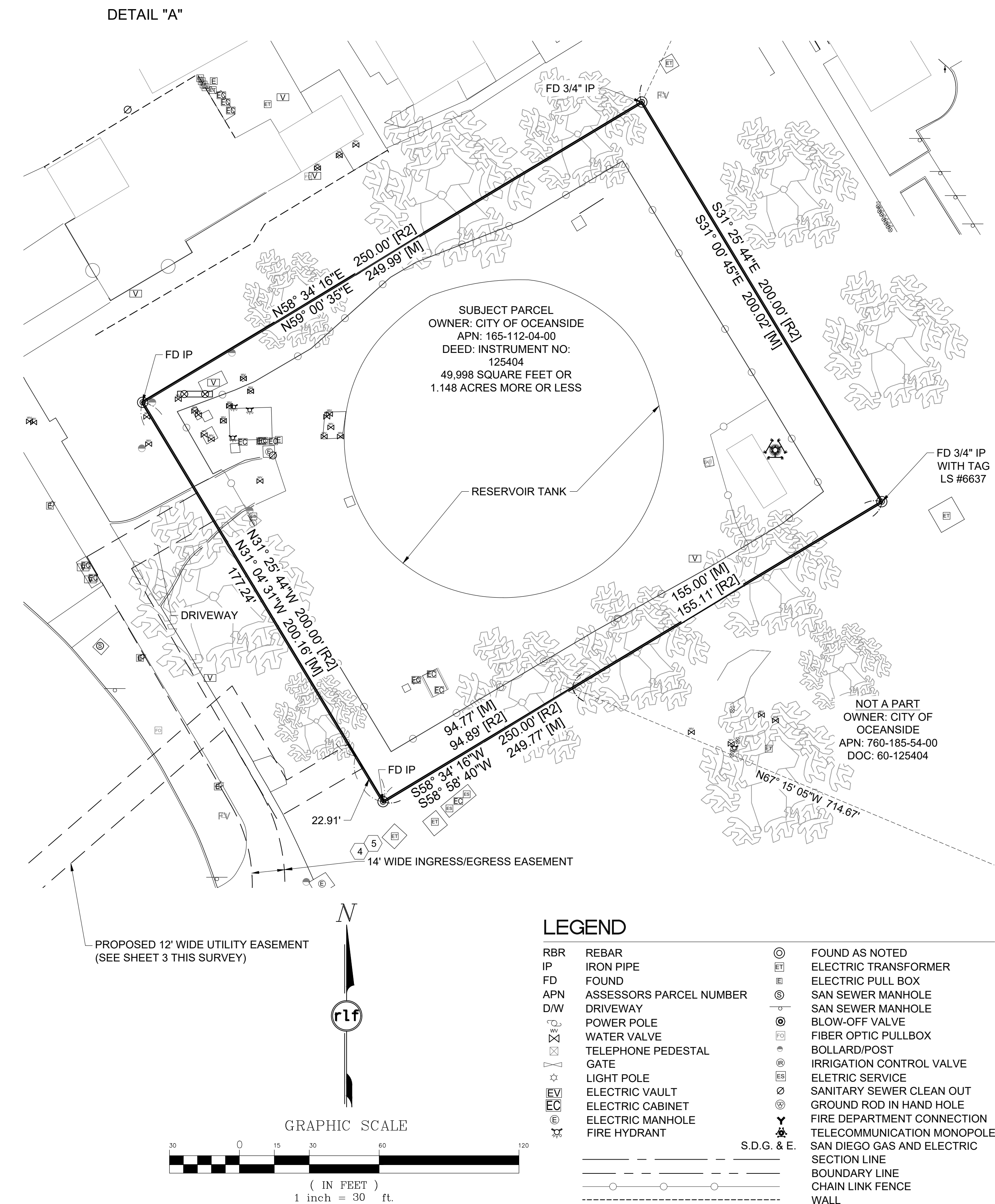
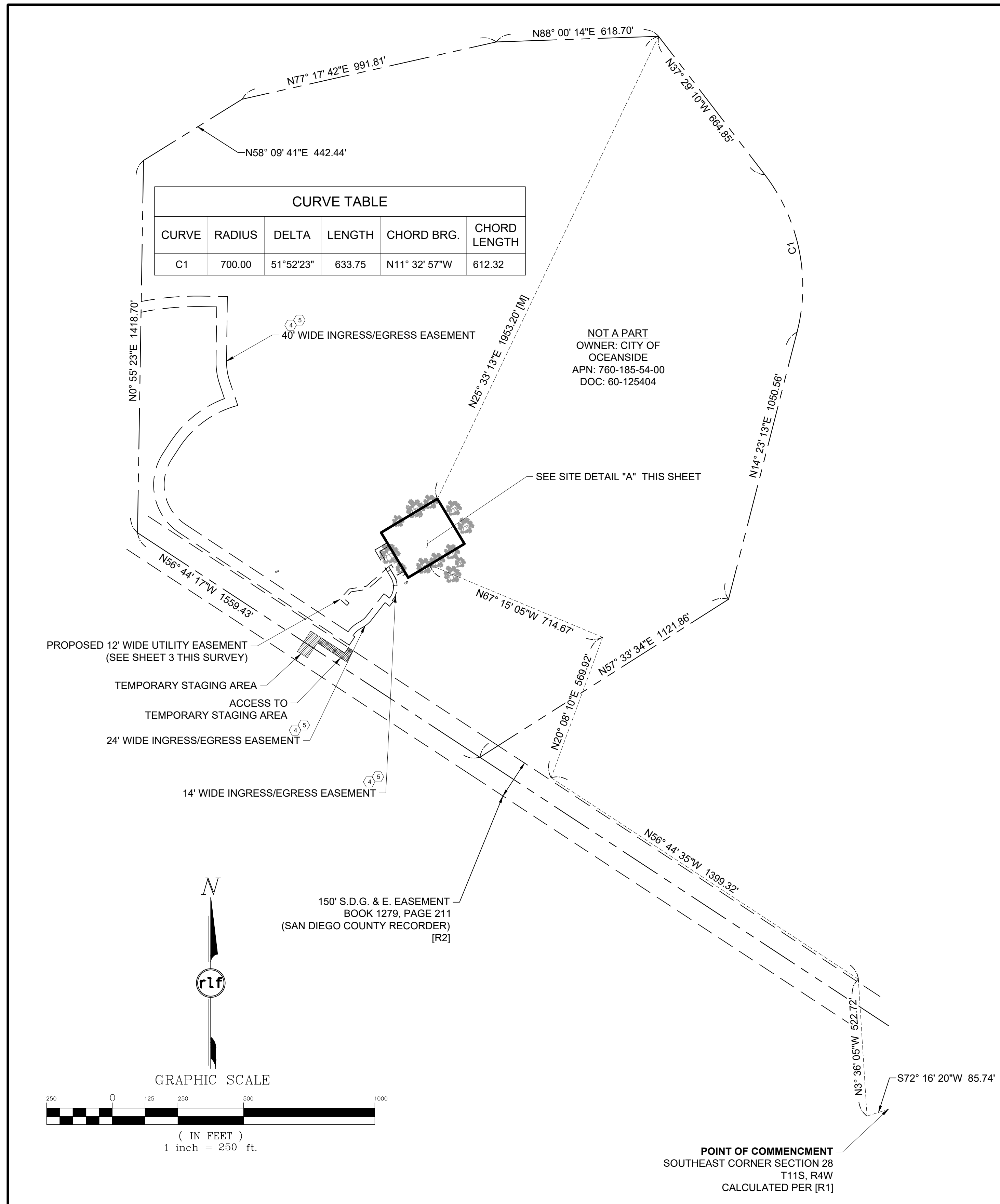


EXHIBIT "G"

Legal Description of Easement Area 2

[see Attached]

**EXHIBIT "G"**  
DESCRIPTION FOR A  
12' WIDE UTILITY EASEMENT

A STRIP OF LAND 12 FEET WIDE ON A PORTION OF THE PARCEL SHOWN IN RECORD OF SURVEY MAP NO. 6603, SAN DIEGO COUNTY RECORDS, SITUATE IN THAT PORTION OF SEC. 28, T 11 S, R 4 W, S. B. B. M., IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, ACCORDING TO U.S. GOVERNMENT SURVEY APPROVED DEC. 27, 1870, SAID CENTERLINE OF SAID STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SEC. 28;

**THENCE** S 72° 16' 20" W 85.74' TO A POINT ON THE CENTERLINE AT ENGINEER'S STATION 204+18.06, STATE HIGHWAY XI-SD-196-OCN;

**THENCE** N 3° 36' 05" W 522.72' TO A POINT LYING 5' NORTHEASTERLY OF AND OUTSIDE THAT CERTAIN 150' RIGHT-OF-WAY AS CONDEMNED BY ORDER OF SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO IN CIVIL CASE NO. 100773 AS RECORDED NOV. 28, 1941, IN BOOK 1279, PAGE 211, OFFICIAL RECORDS;

**THENCE** N 56° 44' 35" W 1399.32' PARALLEL TO SAID 150' RIGHT-OF-WAY;

**THENCE** DEPARTING SAID 150' RIGHT-OF-WAY N 20° 08' 10" E 569.92';

**THENCE** N 67° 15' 05" W 714.67' TO A POINT ON SOUTHEAST LINE OF HENIE HILLS RESERVOIR PARCEL AS SHOWN IN INSTRUMENT NO. 125404, SAN DIEGO COUNTY RECORDS;

**THENCE** ALONG SAID SOUTHEAST LINE S 58° 58' 40" W 94.77', TO THE SOUTH CORNER OF SAID PARCEL;

**THENCE** ALONG THE SOUTHWEST LINE OF SAID PARCEL, N 31° 04' 31" W, 22.91', TO THE **POINT OF BEGINNING**;

**THENCE** S 59° 49' 47" W 36.70';

**THENCE** N 30° 05' 09" W 45.43';

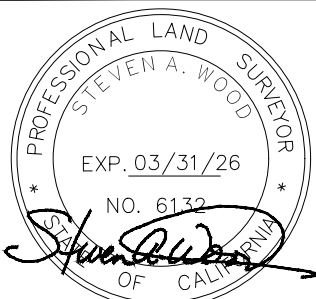
**THENCE** S 48° 57' 46" W 121.05';

**THENCE** S 81° 08' 48" W 64.55';

**THENCE** S 43° 08' 38" W 44.82';

**THENCE** S 48° 36' 31" E 30.36' TO THE **POINT OF TERMINUS**.

SAID STRIP OF LAND CONTAINS 4,115 SQUARE FEET OR 0.094 ACRES MORE OR LESS.



01-29-25

Title: DESCRIPTION

Project #: 2400495

Date: 01/29/2025

Scale: N/A

Page: 1 OF 2

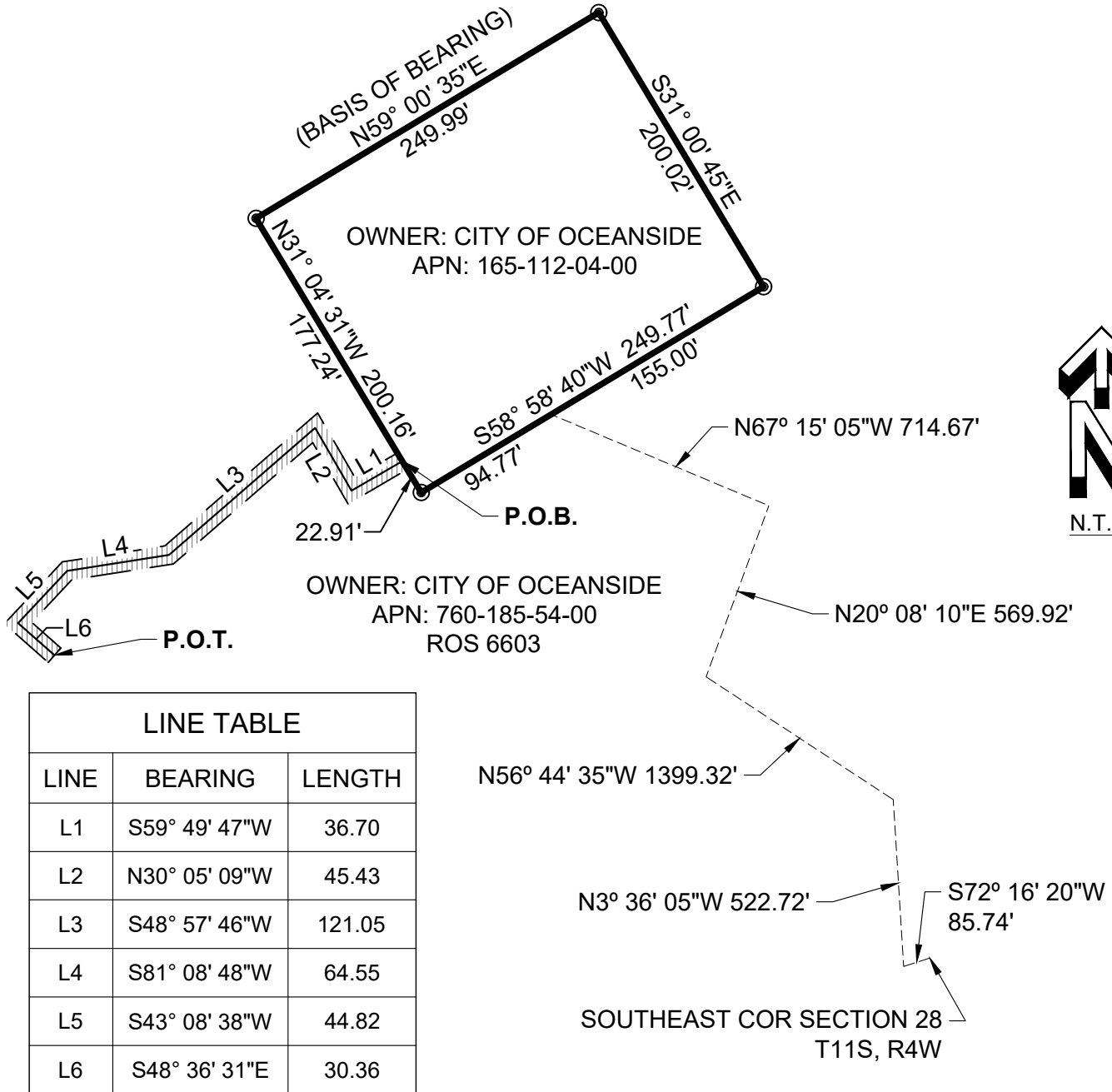


Exhibit H

Plat Map Generally Describing Easement Area 2

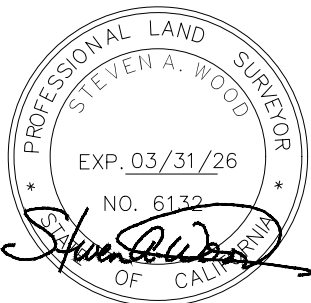
# EXHIBIT "H"

EXHIBIT FOR A  
A 12' WIDE UTILITY EASEMENT



LINE TABLE

LINE	BEARING	LENGTH
L1	S59° 49' 47"W	36.70
L2	N30° 05' 09"W	45.43
L3	S48° 57' 46"W	121.05
L4	S81° 08' 48"W	64.55
L5	S43° 08' 38"W	44.82
L6	S48° 36' 31"E	30.36



01-15-25

Title: EXHIBIT

Project #: 2400495

Date: 01/15/2025

Scale: N.T.S.

Page: 2 OF 2



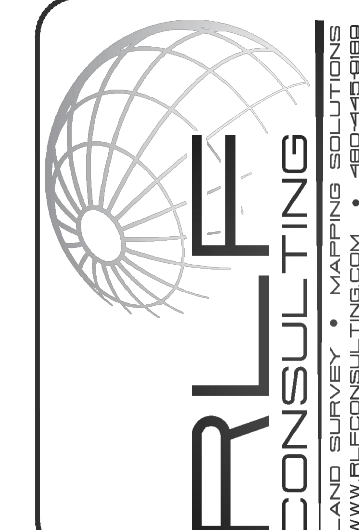
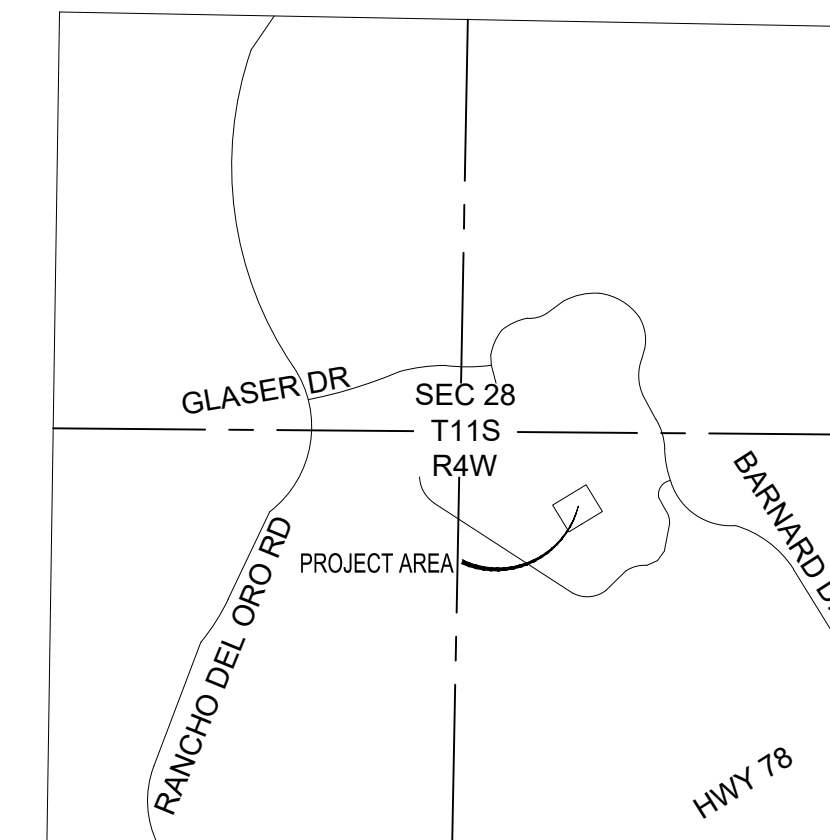
EXHIBIT "K"

Map of Easement Area 3

[See attached]

# ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 4 WEST OF THE SAN BERNARDINO MERIDIAN, CITY OF OCEANSIDE, SAN DIEGO COUNTY, CALIFORNIA;



NO.	DATE	REVISION	BY

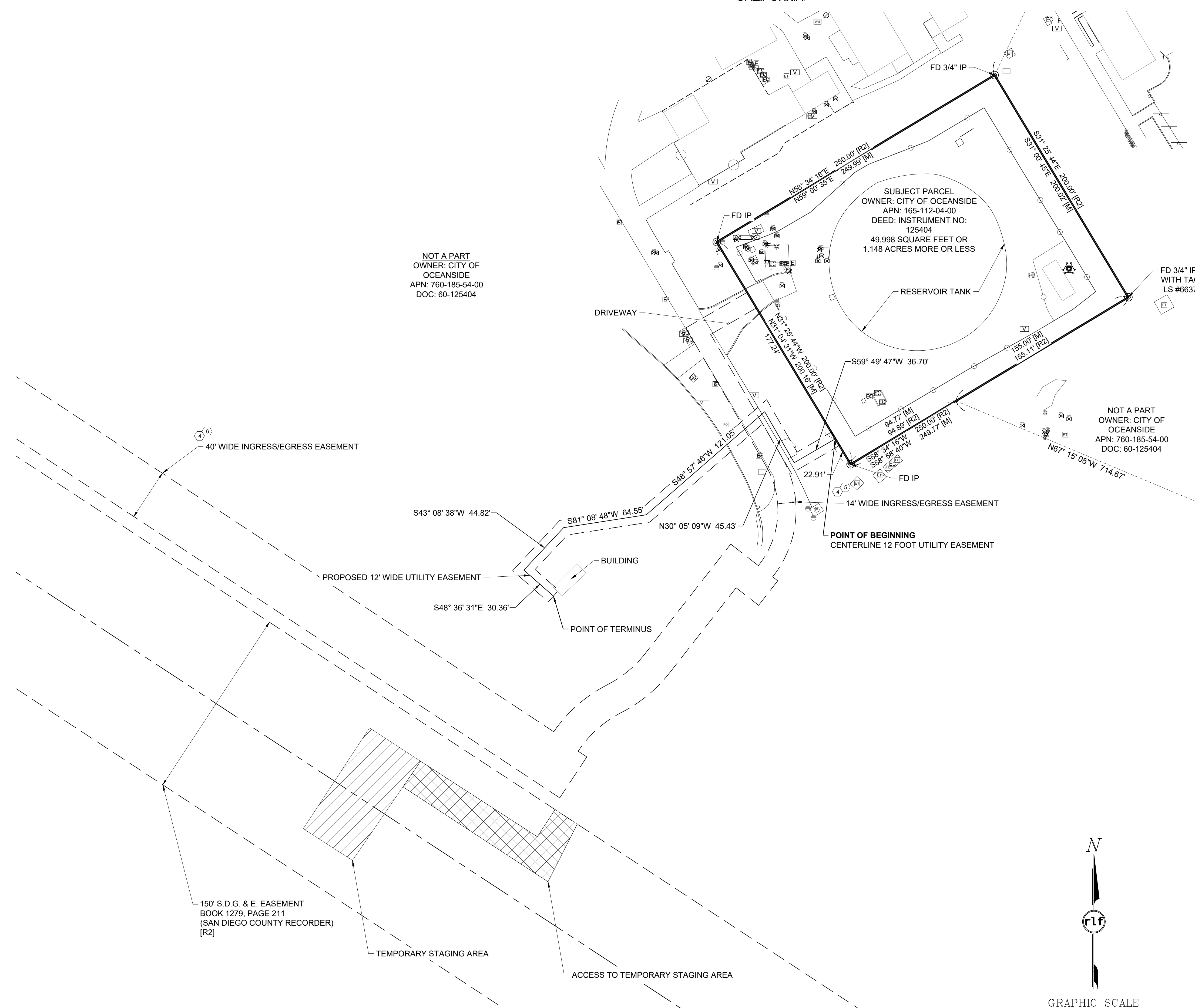
PURPOSE:  
ALTA/NSPS LAND TITLE SURVEY

DRAWN BY: SRG  
CHECKED BY: MEF



NOT A PART  
OWNER: CITY OF  
OCEANSIDE  
APN: 760-185-54-00  
DOC: 60-125404

NOT A PART  
OWNER: CITY OF  
OCEANSIDE  
APN: 760-185-54-00  
DOC: 60-125404



## PROPOSED 12 FOOT WIDE UTILITY EASEMENT

A STRIP OF LAND 12 FEET WIDE ON A PORTION OF THE PARCEL SHOWN IN RECORD OF SURVEY MAP NO. 6603, SAN DIEGO COUNTY RECORDS, SITUATE IN THAT PORTION OF SEC. 28, T 11 S, R 4 W, S. B. M., IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, ACCORDING TO U.S. GOVERNMENT SURVEY APPROVED DEC. 27, 1870, SAID CENTERLINE OF SAID STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SEC. 28;

**THENCE** S 72° 16' 20" W 85.74' TO A POINT ON THE CENTERLINE AT ENGINEER'S STATION 204+18.06, STATE HIGHWAY XI-SD-196-OCN;

**THENCE** N 3° 36' 05" W 522.72' TO A POINT LYING 5' NORTHEASTERLY OF AND OUTSIDE THAT CERTAIN 150' RIGHT-OF-WAY AS CONDEMNED BY ORDER OF SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO IN CIVIL CASE NO. 100773 AS RECORDED NOV. 28, 1941, IN BOOK 1279, PAGE 211, OFFICIAL RECORDS;

**THENCE** N 56° 44' 35" W 1399.32' PARALLEL TO SAID 150' RIGHT-OF-WAY;

**THENCE** DEPARTING SAID 150' RIGHT-OF-WAY N 20° 08' 10" E 569.92';

**THENCE** N 67° 15' 05" W 714.67' TO A POINT ON SOUTHEAST LINE OF HENIE HILLS RESERVOIR PARCEL AS SHOWN IN INSTRUMENT NO. 125404, SAN DIEGO COUNTY RECORDS;

**THENCE** ALONG SAID SOUTHEAST LINE S 58° 58' 40" W 94.77', TO THE SOUTH CORNER OF SAID PARCEL;

**THENCE** ALONG THE SOUTHWEST LINE OF SAID PARCEL, N 31° 04' 31" W, 22.91', TO THE POINT OF BEGINNING;

**THENCE** S 59° 49' 47" W 36.70';

**THENCE** N 30° 05' 09" W 45.43';

**THENCE** S 48° 57' 46" W 121.05';

**THENCE** S 81° 08' 48" W 64.55';

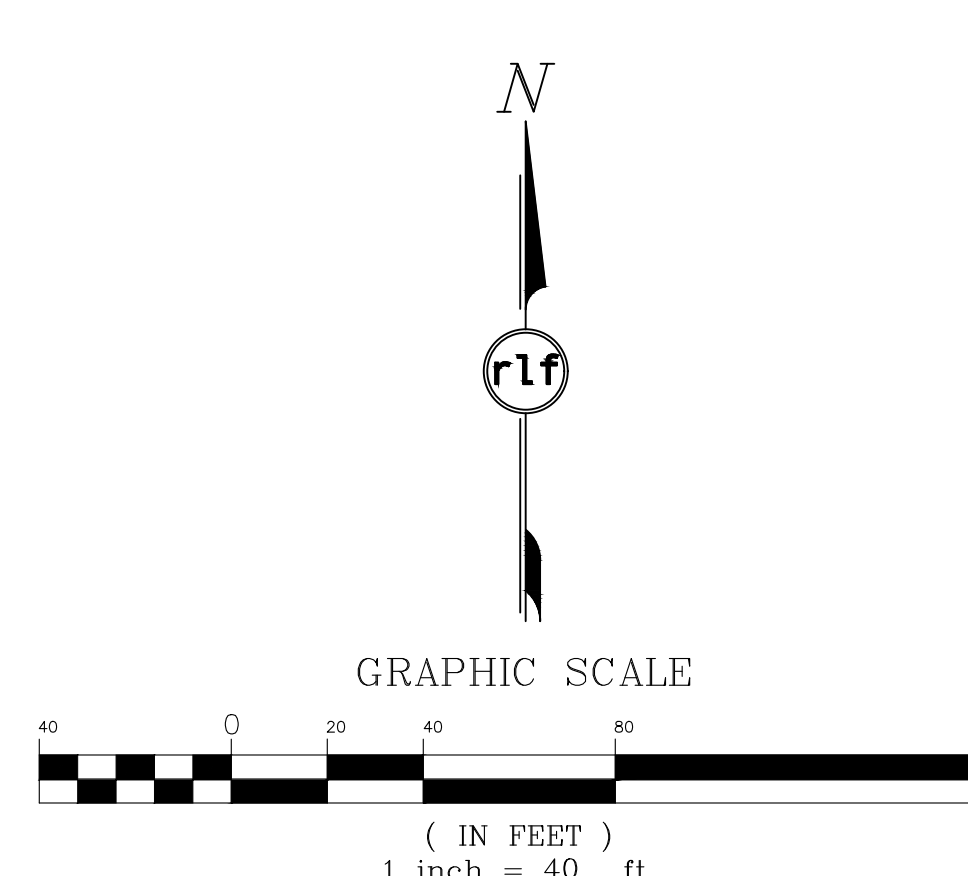
**THENCE** S 43° 08' 38" W 44.82';

**THENCE** S 48° 36' 31" E 30.36' TO THE POINT OF TERMINUS.

SAID STRIP OF LAND CONTAINS 4,115 SQUARE FEET OR 0.094 ACRES MORE OR LESS.

ALTA/NSPS LAND TITLE SURVEY  
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 4 WEST OF THE SAN BERNARDINO MERIDIAN, CITY OF OCEANSIDE, SAN DIEGO COUNTY, CALIFORNIA;

LEGEND			
RBR	REBAR	⊙	FOUND AS NOTED
IP	IRON PIPE	⊠	ELECTRIC TRANSFORMER
FD	FOUND	⊞	ELECTRIC PULL BOX
APN	ASSESSORS PARCEL NUMBER	⊚	SAN SEWER MANHOLE
D/W	DRIVEWAY	⊙	SAN SEWER MANHOLE
⊙	POWER POLE	⊙	BLOW-OFF VALVE
⊙	WATER VALVE	⊙	FIBER OPTIC PULLBOX
⊙	TELEPHONE PEDESTAL	⊙	BOLLARD/POST
⊙	GATE	⊙	IRRIGATION CONTROL VALVE
⊙	LIGHT POLE	⊙	ELECTRIC SERVICE
⊙	ELECTRIC VAULT	⊙	SANITARY SEWER CLEAN OUT
⊙	ELECTRIC CABINET	⊙	GROUND ROD IN HAND HOLE
⊙	ELECTRIC MANHOLE	⊙	FIRE DEPARTMENT CONNECTION
⊙	FIRE HYDRANT	⊙	TELECOMMUNICATION MONOPOLE
		⊙	SAN DIEGO GAS AND ELECTRIC SECTION LINE
		⊙	BOUNDARY LINE
		⊙	CHAIN LINK FENCE
		⊙	WALL
		⊙	EASEMENT LINE
		⊙	TIE LINE



SECTION: 28  
TWN: 11 S.  
RANGE: 4 W.

JOB NO.:  
2400495

SCALE  
1"=40'

SHEET  
3 OF 3