

LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT (Lease) dated effective on _____, is entered into by and between LOPERENA ANTENNA SITES, a California General Partnership (Lessor and the CITY OF FRESNO, a municipal corporation of the State of California (Lessee).

RECITALS

A. Lessor leases land from Master Landlord Michael Blasingame (Owner) located at 19720 Auberry Rd. Clovis, CA 93619; and

B. Lessor has improved land and constructed the Owen's Mountain Antenna Site which has been in operation since approximately 1988; and

C. Lessor subleased space to North Central Fire District since approximately June 1, 2007, for public safety radio communications for benefit of North Central Fire District, Lessee, and City of Clovis; and

D. Lessee's public safety radio equipment is hosted on site in Room C and communications are broadcast from the radio tower; and

E. North Central Fire District has elected to terminate its lease agreement at this antenna site and remove its equipment on or around August 14, 2026; and

F. Lessee desires to maintain its radio equipment in Room C and continue broadcasting public safety communications from the radio tower; and

G. As a result, Lessee desires to lease a portion of Room C and a portion of the radio tower for current and future radio communications; and

H. Lessee and Lessor desire to execute a lease agreement to define the terms and conditions under which Lessee will be allowed to provide mobile/wireless communications services, including the transmission and reception of radio communication signals from the leased premises.

AGREEMENT

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises, covenants, conditions hereinafter contained, to be kept and performed by the respective parties, agree as follows:

1. Premises:

- a. Lessor leases a portion of the real property located in Clovis, California, Fresno County, legally described in Exhibit "A" attached hereto and made a part hereof and bearing Assessor's Parcel Number 300-090-04 and commonly known as the Owens Mountain Tower Site at 19720 Auberry Rd. Clovis, CA 93619 (Lessor's Property. Located upon Lessor's Property are towers owned and operated by Lessor and used by other lessees as a wireless communications site. Subject to the terms and conditions outlined in this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, a portion of the premises in Room C

for exclusive and non-exclusive use as depicted on Exhibit "B" attached hereto and made a part hereof (Premises). In addition to the Premises depicted on Exhibit "B", the Lessee shall install two (2) monopole type antennas at or near the one hundred fifteen feet (115') level on the tower. The two (2) monopole type antennas shall be in addition to a forty-eight inch (48") microwave dish at or near the twenty feet (20') level on the tower, previously installed by Lessee.

- b. Upon commencement of this Lease, Lessee shall have one hundred and twenty (120) days to relocate any Lessee-owned equipment currently located in Room C and transfer it to the Premises depicted on Exhibit "B".

2. Use:

- a. The Premises may be used by Lessee for the installation and operation of Lessee's antennas and related equipment as substantially depicted on Exhibit "B" attached hereto and made a part hereof (collectively "Lessee's Facilities"). Lessee agrees it will use and operate Lessee's Facilities only to provide mobile/wireless communications services, including the transmission and reception of radio communication signals. Lessee's use of the Premises shall be strictly in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances. Lessee shall not use the Premises for any other purpose. Lessee shall have no right to assign its rights hereunder or otherwise sublease or license any interest in the Premises or this Lease.
- b. As an option, Lessee may install a back-up generator and propane tank on the pad on the North or Southwest corner of the building to support Lessee's Facilities. The location of the generator and propane tank must be approved by Lessor and approval by Lessor shall not be unreasonably withheld.

- 3. Term:** Except as otherwise provided in this Lease, the initial term of this Lease (Term) shall be ten (10) years commencing on August 14, 2026 (Commencement Date) and ending at midnight, Pacific Time on August 13, 2036. The Term shall automatically extend for five (5) years (Extended Term) unless either party provides written notice to the other of its election not to renew the Term at least one hundred twenty (120) days prior to the end of the current Term. Notwithstanding the foregoing, should Lessee be in breach or default of any provisions of this Lease on the date the Extended Term is to commence, the Extended Term shall not commence and this Lease shall terminate on the last day of the Term of this Lease. This Lease shall continue on a year-to-year basis (with either party having a right to terminate this Lease with one hundred twenty (120) days prior written notice) in the event of a holdover by Lessee on the same terms and conditions as outlined in this Lease, except the Rent shall be increased as outlined in Paragraph 4(a) of this Lease.

4. Rent:

- a. Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of One Thousand Nine Hundred Fifty Dollars (\$1,950.00) (Rent) per month, which shall be considered compensation for the leasing of the Premises. Lessee may pre-pay, in advance twice per year, to Lessor six (6) monthly Rent payments and Lessor shall provide Lessee with a 2.5% discount on the Rent. For example, the Rent pre-paid, in advance, by Lessee in the first year shall be two payments of \$11,407.50 totaling \$22,815.00 in the first year and inclusive of the 2.5% discount.
- b. Rent shall be payable on the 1st day of each month, in advance, to Lessor at Lessor's address specified in Paragraph 19 of this Lease. Commencing August 14, 2027, and on each annual anniversary of the commencement date, Rent shall be increased (but never decreased) for each year throughout the Term (including the Extended Term and any holdover by Lessee) by the percentage increase in the CPI for the month of May in the adjustment year over the CPI for the month of May in the immediately preceding year. The CPI to be used for the escalator shall be the Western Region CPI for All Urban Consumers (CPI-U).
- c. In the event any Rent is not received by Lessor by the tenth (10th) day of any month, a delinquency charge, equal to ten percent (10%) of the outstanding amount due shall be paid by Lessee to Lessor concurrently with payment of the delinquent installment of Rent.
- d. In addition to the Rent, Lessee shall pay an annual Road Maintenance Fee equal to the then current month's rent on the Commencement Date of this Lease, and then again each year on the anniversary of the Commencement Date.
- e. Lessor shall invoice Lessee semi-annually for Rent and related fees, no later than July 1 each year for the first six months of the term and February 1 each year for the last six months of the term. Lessor shall send all invoices to the following address:

City of Fresno
Information Services Department
Attn: Accounts Payable
2600 Fresno Street, 1st Floor
Fresno CA 93721

- f. In the event the Lease terminates pursuant to the terms of Section 11 below, Landlord shall refund any prepaid rent on a pro-rata basis, for the months in which occupancy has not yet occurred. If the Lease termination occurs mid-month, Landlord shall calculate the pro-rata refund for the number of days of the month that occupancy has not occurred. Landlord shall refund the Rent within thirty (30) days of the effective date of termination.

5. **Utilities:** Lessee shall be responsible for the cost of all electricity required by Lessee's equipment in Room C. Lessee understands Room C is separately metered from the utility company. Lessee will pay for all utilities and services utilized by Lessee for its operations. Lessee is responsible for obtaining and paying for all fuel for emergency back-up generators, if installed by Lessee.

6. **Improvements & Access:**

- a. Lessee and Lessee's employees, contractors, agents, and subcontractors shall have non-exclusive access to Lessor's Property twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee, to the extent required to maintain, repair, and operate Lessee's Facilities on the Premises. Lessee's exercise of such access shall not interfere with the use of Lessor's Property or the Premises by Lessor or any of Lessor's other tenants. Lessor shall provide Lessee with (2) sets of keys to Room C. Lessor shall also provide Lessee with combination lock codes or (2) sets of keys, if equipped to vehicle gates on Lessor's Property.
- b. Subject to the written approval of the Lessor, Lessee shall have the right (at Lessee's sole expense) to improve the present utilities on or near the Premises (including but not limited to the installation of emergency backup power). Lessee's rights under this Paragraph 6(b) shall be subject to Lessor's written approval of the location, which approval shall not be unreasonably withheld.
- c. Lessee shall remove all Lessee's Facilities at its sole expense within 30 calendar days after the cancellation, expiration, or termination of this Lease. Lessee shall repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed on the Commencement Date, reasonable wear and tear and damage beyond the control or without the fault or neglect of Lessee excepted.
- d. Lessee will not permit any liens to be recorded against title to Lessor's Property for any labor or material furnished Lessee, in connection with work performed on Lessor's Property or the Premises, including without limitation, the installation, operation, use, maintenance, or repair of Lessee's Facilities. If for any reason, a valid lien is recorded against title to Lessor's Property or the Premises, Lessee shall within ten (10) days of the date of recordation of any such lien, pay the determined amount of such lien with all costs, fees, and charges, thereby releasing such lien. Lessee shall have the right to contest the validity, nature, or amount of any such lien but, upon the final determination of such questions, shall immediately pay any adverse judgment rendered with all proper costs and charges and shall have the lien released at its own expense. If Lessee desires to contest any such lien, then before commencing such

contest, it will post a bond at its sole cost and expense, to release the lien and the lienholder must record a release of the lien.

- e. Lessee agrees and acknowledges that the access road to Lessee's Facilities from Auberry Road is used by multiple tenants and must remain open and useable at all times. Any damage done to this access road by Lessee or its employees, contractors or invitees shall be repaired immediately at Lessee's sole cost and expense.
- f. Lessor shall yearly grade and maintain the access road to Lessee's Facilities from Auberry Road.
- g. Lessor shall perform any access road repair work needed as a result of acts of god, including but not limited to: fire, earthquakes, landslides, natural erosion. Work shall be performed within 20 calendar days of written notification of condition to the Lessor and Lessor can safely access area to complete work.

7. Repair and Maintenance:

- a. Lessor Responsibilities. Lessor shall, at Lessor's sole cost, maintain, repair, and manage all portions of the Leased Premises not expressly assigned to Lessee. Lessor's responsibilities include:
 - i. Landscape Maintenance: All vegetation, trees, shrubs, irrigation systems, defensible space compliance, and wildfire hazard reduction work required under California law and local fire-department regulations.
 - ii. Building Maintenance: Structural components, exterior walls, roofing, foundations, utilities owned by Lessor, HVAC, and all building systems not specifically tied to Lessee's Facilities or other equipment.
 - iii. Radio Tower Maintenance: The radio tower, tower base, guy wires, anchors, grounding systems, and any tower-related infrastructure owned by Lessor.
 - iv. Grounds Maintenance: All common areas, access roads, fencing, gates, drainage systems, pest control, and general site upkeep.
 - v. Lessor shall perform such maintenance in a timely manner and in compliance with all applicable laws, including Public Resources Code §4291 and local fire-safety ordinances.
- b. Lessee Responsibilities.
 - i. Lessee shall be solely responsible for the maintenance, repair, operation, and replacement of all equipment owned by Lessee, including but not limited to communication equipment, transmitters, antennas and associated equipment on tower, receivers, cabinets, racks, wiring, and any other personal property installed or used by Lessee on the Premises. Lessee

shall ensure its equipment does not damage the Premises or interfere with Lessor's maintenance obligations.

- ii. Lessee shall promptly notify Lessor of any condition affecting Lessor-maintained areas that may impact safety, access, or operation of Lessee's equipment.

8. Co-Location with Other Agencies:

- a. Lessee recognizes Lessor will lease to other agencies exclusive rack space within Room C for the purpose of broadcast radio communications.
- b. Lessee intends to seek agreements with other lessees to recover or share in responsibility of the operational and maintenance costs of the Premises. This includes but is not limited to utility costs, generator maintenance, fuel, etc.
 - i. The generator serving Room C is owned and maintained by the City of Clovis. Lessee shall seek an agreement with the City of Clovis for the utilization and benefit of emergency back-up generator. Should this be denied, Lessee has the option to provide its own emergency back-up generator under Paragraph 2.
- c. Lessor to provide notice to Lessee within 30 days when any government agency leases or causes a lease to be terminated within the Premises.
- d. Lessor agrees to exclusively lease remaining space within Room C only to government agencies.
- e. Lessee reserves the right to install, at its own cost, surveillance equipment in and around Room C for the purpose of monitoring and recording both authorized and unauthorized individuals who engage in vandalism, sabotage, or other malicious acts.

- 9. Interference with Communications:** Lessee's Facilities shall not disturb or interfere with the communications configurations, equipment, and frequency that exist on Lessor's Property on the date of this Lease (Pre-existing Communications). Further, Lessee acknowledges that the equipment located at or on Lessor's Property or Premises on the Commencement Date, which was installed by other carriers or Lessor, does not cause interference to Lessee and are Pre-existing Communications. Additionally, Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission (FCC). Except for the Pre-existing Communications and except for uses of Lessor's Property and the Premises by Lessor, Lessor shall not knowingly permit the use of or any activity upon any portion of Lessor's Property which materially interferes with the communications operations of Lessee's Facilities. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the date of this Lease shall not be deemed interference. Lessor shall make best effort to ensure all tenants of the facility

adhere to similar constraints of non-interference. Should any issue of interference occur, Lessor is to provide Lessee points of contact to help troubleshoot.

10. Taxes: Lessee shall pay directly to any taxing agency, before delinquency, personal property taxes and possessory interest taxes that may be attributable to Lessee's Facilities and the Premises. Lessee acknowledges and agrees that Lessee's leasing of the Premises could result in the assessment of a possessory interest tax which Lessee agrees to pay. If any such tax is paid by Lessor, Lessee shall reimburse Lessor for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Lessee's share thereof. Lessee shall not be responsible for any interest, penalty, or late charges caused by Lessor's failure to pay real estate taxes payable by Lessor. Upon written request by Lessee, Lessor shall furnish Lessee with evidence of payment of all taxes and Lessee will provide Lessor with evidence of payment of taxes. Lessee may, in connection with providing protection against the filing of tax liens against Lessor's Property or the Premises, as required by applicable law, contest in good faith the legality or validity of any taxes attributable to the Premises or Lessee's Facilities.

11. Termination:

- a. This Lease shall terminate as follows: (i) in accordance with its terms; (ii) upon initiation of a bankruptcy or other insolvency proceeding by Lessee, whether voluntary or involuntary; (iii) upon thirty (30) days prior written notice by either party upon default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default; (iv) upon termination of the Master Lease; (v) by Lessee if Lessee is unable to occupy or utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take-back of channels or change in frequencies. In addition to the remedies described in this Paragraph 11, in the event of a default by Lessee, Lessor has all remedies available at law or in equity, including, without limitation, the remedy described in California Civil Code Section 1951.4 (Lessor may continue to lease in effect after Lessee's breach and abandonment and recover rent as it becomes due if Lessee has right to sublet or assign, subject only to reasonable limitations). If this Lease is terminated for any reason other than Lessee's breach, Lessee will be entitled to a refund of the unearned portion of the monthly rental installment for the then-current month
- b. In the event of termination, if Lessee prepaid for the current Lease year, Landlord shall refund any prepaid rent on a pro-rata basis, for the months

in which occupancy has not yet occurred. If the lease termination occurs mid-month, Landlord shall calculate the pro-rata refund for the number of days of the month that occupancy has not occurred. Landlord shall refund the Rent within thirty (30) days of the effective date of termination.

12. Damage to or Destruction of Premises:

- a. If the Premises or the radio tower are damaged or destroyed by fire or another casualty, Lessor may terminate this Lease upon written notice to Lessee. In such case, Lessor will refund Lessee the unearned rent for the then-current month if Lessee or its officers, directors, shareholders, agents, contractors, employees, or equipment are not the cause of the fire or other casualty. Lessor may elect to repair or construct the Premises and continue this Lease in effect, in which in any event the monthly rent paid by Lessee shall be reduced for the part of the Premises of which Lessee is deprived; Lessee shall pay the full rental amounts required once the Premises are repaired and Lessee's ability to utilize the Premises is fully restored.
- b. Lessor shall not be responsible for or liable to Lessee for any damages, direct, incidental, consequential, or otherwise, that Lessee may suffer as a result of damage to or destruction of the Premises or the radio tower.
- c. Lessee shall be solely responsible for all damage that Lessee or its contractors, employees, directors, officers, shareholders, agents, or equipment may cause to the Premises, the radio tower, Lessor's Property, Lessor's equipment, or the Pre-existing Communications which may be installed on or about the Premises.

13. Condemnation: If a condemning authority takes all of Lessor's Property or a portion which in Lessee's reasonable opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease, and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of an eminent domain shall be treated as taking by a condemning authority. Any award for the taking of all or any part of the Premises under condemnation or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for the diminution in value of the leasehold, for taking the property owned by Lessor, or as severance damages; provided, however, Lessee shall be entitled to any award for loss of or damage to Lessee's

equipment, trade fixtures, and other personal property. Notwithstanding any provision hereof to the contrary, Lessee shall have the right to assert with the condemning authority an independent claim for the value of its leasehold interest and its improvements to the Premises.

14. Insurance:

- a. Lessee shall maintain throughout the Term and any Extended Term the following insurance: (1) Commercial General Comprehensive Liability Insurance with limits of \$2,000,000.00 per occurrence, covering any act or omission to act of Lessee and any of Lessee's officers, directors, shareholders, agents, contractors or employees and the use, operation, repair or maintenance of Lessee's Facilities and the use of the Premises or Lessor's Property (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence. All insurance carried by Lessee shall be primary and non-contributory and Lessor and the Master Landlord, Michael Blasingame, and their respective officials, officers, employees, and agents shall be named as an additional insured.
- b. Lessor shall maintain throughout the Term and any Extended Term the following insurance: Property insurance equal to the full insurable replacement cost of Lessor's improvements located on the Premises.
- c. Lessee's Indemnity. Except as otherwise provided in this Agreement, Lessee shall indemnify, defend, and hold Lessor, Master Landlord and their respective officials, officers, employees, agents, successors and assigns harmless from and against any and all loss, cost, claim, liability, action, damage, expense or injury (including reasonable attorneys' fees) (collectively "Claims"): (i) incurred or suffered by Lessee or Lessee's officers, directors, shareholders, contractors, employees, agents, or equipment while on the Lessor's Property or Premises; (ii) incurred or suffered by any person or entity and which are caused in whole or in part by any acts or omissions of the Lessee or any of Lessee's officers, directors, shareholders, contractors, employees, agents, equipment or Lessee's Facilities; (iii) incurred or suffered by any person or entity as a result of the equipment or Lessee's Facilities installed and/or constructed on the Lessor's Property or Premises by Lessee or any of Lessee's officers, directors, shareholders, contractors, employees or agents; (iv) incurred or suffered by any person or entity as a result of the breach or default by Lessee or any of Lessee's directors, shareholders, agents, contractors or employees of any provision of this Lease, including without limitation, the provisions of Paragraph 18 of this Lease. Nothing herein shall constitute a waiver by Lessee of governmental immunities including California Government Code section 810 et seq. Lessor agrees that this

Agreement shall in no way act to abrogate or waive any immunities available to Lessee under the Tort Claims Act of the State of California. Lessee's duty to indemnify will not apply to Claims arising out of the active negligence or willful misconduct of Lessor or Master Landlord any violation of law by Lessor or Master Landlord their agents or contractors.

- d. Lessor's Indemnity. To the furthest extent allowed by law, Lessor shall indemnify, defend and hold harmless Lessee and each of their officers, officials, employees, agents and volunteers from and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Lessor, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Lessor's obligations under Paragraph 7 or the active negligence or willful misconduct of Lessor or Master Landlord. Lessor's duty to indemnify will not apply to Claims arising out of the active negligence or willful misconduct of Lessee or any violation of law by Lessee or Lessee's agents or contractors.
- e. Survival. The foregoing indemnity will survive the termination, cancellation, or expiration of this Lease.

15. Assignment: Lessee shall not sublease or license any interest in the Leased Premises. Lessor may assign this Lease at any time and shall provide notice to Lessee of such assignment.

16. Title and Quiet Enjoyment:

- a. Lessor warrants that the person executing this Lease on behalf of Lessor has full right, power, and authority to execute this Lease. So long as Lessee is not in breach or default of any provision of this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the Term of this Lease or any extension of the Term.
- b. Lessee warrants that the person executing this Lease on behalf of Lessee has full, right, power, and authority to execute this Lease.

17. Repairs: Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors, or subcontractors. Lessor to acknowledge and respond in a timely manner to any damage reported to Lessor by Lessee, not caused by Lessee.

18. Environmental: Lessor represents that to Lessor's actual knowledge, neither Lessor's Property nor the Premises have been used for the generation, storage, treatment, or disposal of hazardous materials, hazardous substances, or hazardous wastes. In addition, Lessor represents that to Lessor's actual

knowledge, no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on Lessor's Property or the Premises. Lessee shall not use, generate, manufacture, produce, store or dispose of, on, under or about the Lessor's Property or Premises, or transport to or from Lessor's Property or Premises any hazardous materials as defined in this Paragraph 18. Exceptions include materials contained in back-up power batteries (lead-acid or lithium batteries), fuel tanks onsite for powering backup generators, fuel transported to and from backup generator fuel tanks, and materials incidental to and/or commonly used in similar telecommunications operations.

19. Miscellaneous:

- a. If any provision of the Lease is invalid or unenforceable for any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- b. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- c. All notices under this Agreement shall be in writing and shall be given by personal delivery; or by registered or certified U.S. mail, postage prepaid, return receipt requested; or by facsimile if transmitted by a machine that produces a transmission report verifying the date and time of transmission and the telephone number to which transmitted, and a confirming hard copy is mailed to the recipient; or by overnight delivery service that issues a receipt and addressed to the appropriate party at the address set forth below. Notice given: (a) by personal delivery will be effective upon delivery or refusal of delivery, whichever is earlier; (b) by mail will be effective upon receipt or three (3) calendar days after the postmark date, whichever is earlier.

Lessor: Loperena Antenna Sites, a California General Partnership

Attn: Larry Loperena
 634 Cromwell Ave
 Clovis CA 93611
 Telephone: 559-905-2646
 Email: lloperena@aol.com
 Tax ID#: 77-0367288

Lessee: City of Fresno
 Attn: Georgeanne White

City Manager
2600 Fresno Street
Fresno, CA 93721
Telephone: (559) 621-7775
Email: Georgeanne.White@fresno.gov

The Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

- d. This Lease shall be governed under the laws of the State of California. The parties agree that the proper venue for any lawsuit involving this Lease shall be the Fresno County Superior Court, if in state court, or the United States District Court, Eastern District of California, Fresno Division, if in federal court.
- e. The prevailing party in any legal or equitable claim arising under this Lease shall be entitled to its reasonable attorney's fees and court costs, including appeals if any.
- f. Terms and conditions of this Lease which by their sense and context survive the termination, cancellation, or expiration of this Lease will so survive.
- g. This Lease constitutes the entire Lease and understanding between the parties and supersedes all offers, negotiations, and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Each party has relied on its examination of this Lease, the counsel of its advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises, to read the Lease, or to obtain legal or other advice relevant to this Lease constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection, or advice. Any amendments to this Lease must be in writing and executed by both parties.
- h. Time is of the essence under this Lease.
- i. The Parties agree that (i) a digital or electronic signature on this Agreement and/or (ii) a fully executed scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms, and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of this Agreement and without the requirement that the unavailability of such original, manually executed counterpart of this Agreement first be proven.

20. Required Accessibility Disclosure: A Certified Access Specialist (CASP) can inspect the subject Premises and determine whether the subject

Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner may not prohibit the Lessee from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Lessee, if requested by Lessee. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection. Lessee is responsible for payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the subject Premises. The Parties agree the entirety of the Leased Premises and Lessor's Property and the access thereto are not public areas and public accommodation is prohibited.

21. The City Obligations Contingent on Appropriation of Funds: The City's obligation to fulfil any obligation under this Lease shall be contingent upon the appropriation of funds by Lessee's governing body sufficient to provide such services or payments during Lessee's respective fiscal year (July 1 through June 30). The performance of obligations shall be funded only from current funds, budgeted and appropriated, on deposit in a reserve fund, or otherwise legally available for funding such service obligations throughout the Term of the Lease, and it is not a pledge of Lessee's full faith and credit. During its annual budgeting process, Lessee shall consider and will use best efforts to appropriate funding to meet its estimated costs under this Lease for the fiscal year under consideration.

22. Fire Hazard Reduction:

- a. Lessor agrees to maintain the Leased Premises in compliance with all applicable California wildfire prevention and defensible space requirements, including Public Resources Code §4291, local fire department regulations, and any vegetation management standards adopted by the authority having jurisdiction and as amended from time to time. Lessor shall:
 - i. Maintain a minimum 100-foot defensible space around all structures, or such distance as required by local ordinance, by regularly clearing dry vegetation, weeds, brush, leaves, pine needles, and other combustible materials.
 - ii. Keep roofs, gutters, decks, patios, and outdoor structures free of accumulated debris and flammable materials.
 - iii. Properly store firewood and other combustible items at least 30 feet from any structure unless otherwise required by law.
 - iv. Ensure that trees and shrubs are maintained so that branches are trimmed to required clearances from roofs, chimneys, and structures.

- v. Refrain from creating or allowing conditions that increase wildfire risk, including accumulation of trash, improper use of outdoor flames, or unpermitted burning.
 - vi. Notify Lessee of any hazardous vegetation conditions that may affect access, use, or safety.
- b. Lessee shall allow Lessor reasonable access to the Premises, with proper notice as required by law, to perform vegetation management work. Lessor shall be responsible for any fines, penalties, or costs arising from failure to comply with wildfire hazard reduction requirements.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

THE CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by: _____ 8/3/2026
By: Kelsey Seib
Kelsey Seib
Deputy City Attorney

ATTEST:
AMY K. ALLER
City Clerk

By: _____
Deputy

Addresses:
THE CITY:
City of Fresno
Information Services Department
2600 Fresno Street
Fresno, California 93721

Attachments:
Exhibit A – Legal Description of Property Building Floor Plan
Exhibit B – Depiction of Premises
Exhibit C – Site Location

LOPERENA ANTENNA SITES
A California General Partnership

DocuSigned by:
By: Larry Loperena 7/31/2026
688501D0DAD54CD...
Name: Larry Loperena

Title: Managing Partner
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: _____
Name: _____

Title: _____
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

REVIEWED BY:
DocuSigned by:
Brian Barr 7/31/2026
99B07275D7AD479...

LESSOR:
Loperena Antenna Sites
Attention: Larry Loperena
Managing Partner
634 Cromwell Avenue
Clovis, CA 93611
Phone: (559) 905-2646

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

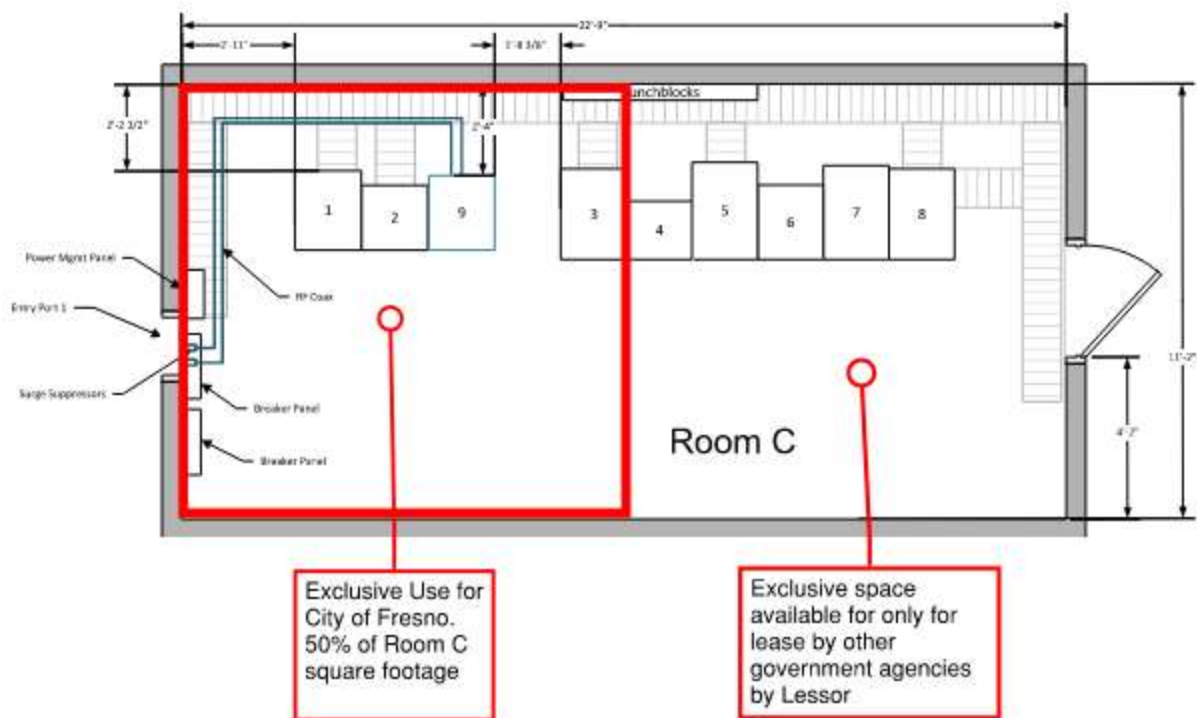
Lessor's Property, of which Premises are a part is legally described as follows:

Assessor's Parcel Number: 300-090-04

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 11 south, Range 21 East, Mount Diablo Base and Meridian.

EXHIBIT B

DEPICTION OF PREMISES



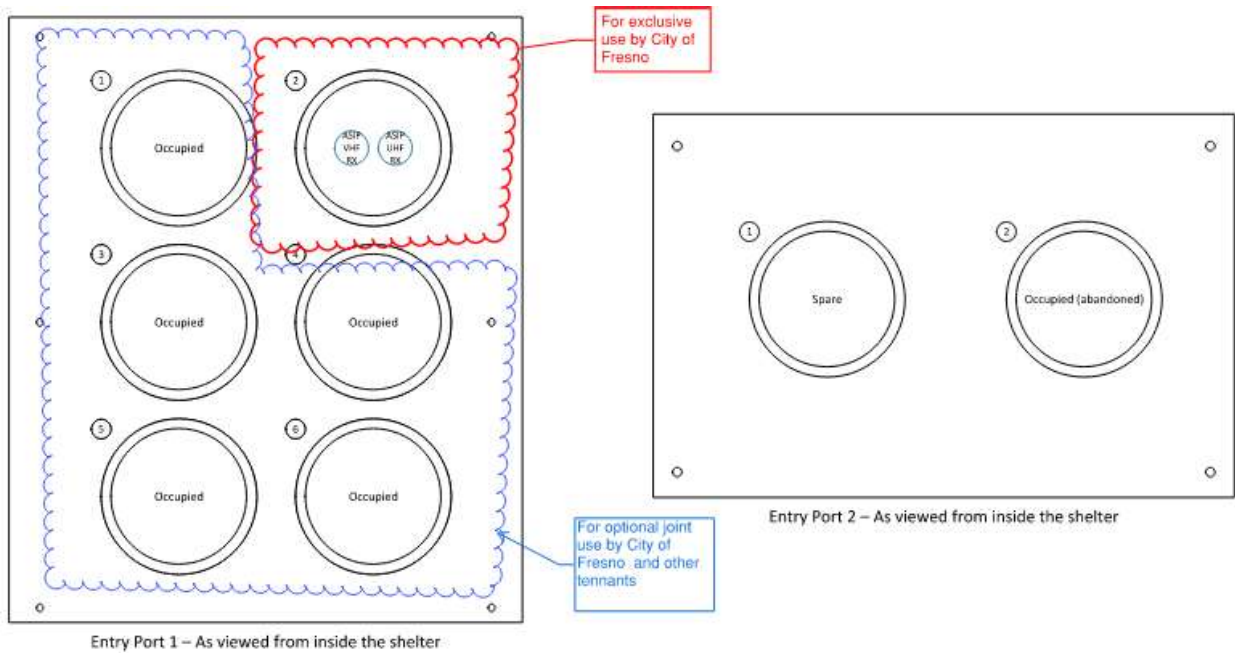
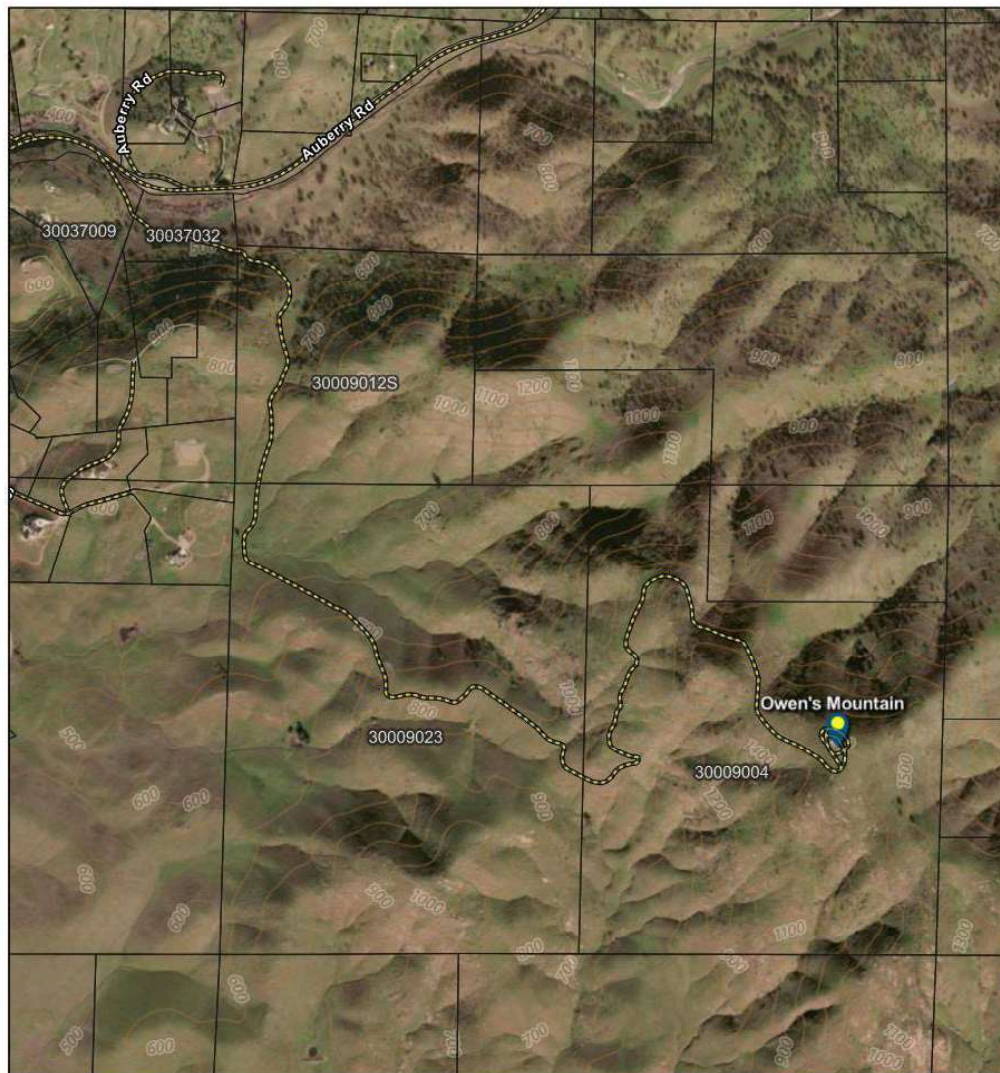


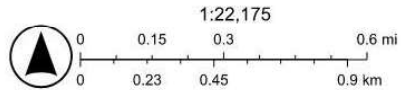
EXHIBIT C SITE LOCATION

Owen's Mountain



7/6/2026

- Regional Parcels
- Esri Basemap Roads (North America)
- Normal Index Contours



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City of Fresno - Information Services Department