



Date: October 28, 2021  
To: City Of Fresno California  
Regarding: City Of Fresno California / /  
BUN: 845794 / / NORTH FRESNO / Order/Application # 584623

Dear Sir or Madam:

Please find enclosed for your review and execution by an authorized signatory of City Of Fresno California, the collocation agreement or amendment for the above-referenced wireless communication facility with respect to the above-referenced Order/Application Number (the "Enclosed Agreement"). Any other documentation (if any) enclosed within the DocuSign Envelope ("Other Documentation") is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms. If you have any questions regarding the details of the Enclosed Agreement, please contact Lauren Schwindt at 623-233-7216.

Crown Castle now accepts digital signature. Please follow the prompts within the Enclosed Agreement for providing your digital signature and approval. Unless otherwise indicated, any Other Documentation (if applicable) will have no digital signature functionality within the DocuSign envelope. We will execute documents that require notarizations with digital signatures or ink signatures as required for notary purposes.

If you choose not to execute electronically, you may instead print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

Crown Castle Address for mailing signed hard copies:

Crown Castle  
Attn: Contract Development Document Execution  
2000 Corporate Drive  
Canonsburg, PA 15317

Questions may be directed to [ContractServices@CrownCastle.com](mailto:ContractServices@CrownCastle.com) or by phone at 1-833-809-8011.

Thank you,

Contract Specialist  
Crown Castle



**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** NORTH FRESNO  
**JDE Business Unit:** 845794  
**License Identifier:** 782312  
**Type of Site:** ATT Managed Site

## **TOWER SITE LICENSE AGREEMENT**

(LICENSE FOR USE OF TOWER AND GROUND SPACE)

THIS TOWER SITE LICENSE AGREEMENT (this "Agreement") is entered into as of this 5/11/2022 day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), between New Cingular Wireless PCS, LLC, a Delaware limited liability company, ("Licensor"), whose Manager (as defined in Section A below) has a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and City of Fresno, a California municipal corporation with its principal place of business at 2600 Fresno St, Fresno, California 93721 ("Licensee").

The parties hereto agree as follows:

### **A. MANAGEMENT AGREEMENT, MANAGER**

Pursuant to a certain Management Agreement dated as of December 16, 2013 (the "Management Agreement") by and among Licensor, CCATT LLC ("Manager"), and certain of their affiliates, Manager was (i) appointed as Licensor's exclusive operator with respect to the management, administration and operation of certain "Managed Sites" (as defined in the Management Agreement), including the Site (as defined in Section 1 below), (ii) granted a limited power of attorney to review, negotiate and execute customer collocation agreements, such as this Agreement, and (iii) authorized to receive all of the revenue generated by the Site, including all revenue due under this Agreement. Notwithstanding anything to the contrary herein, Licensor and Licensee acknowledge and agree that, pursuant to the Management Agreement: (a) Manager is authorized to act as Licensor's exclusive operator and contract administrator for the Site; (b) Manager will perform all of Licensor's duties and obligations under this Agreement; (c) Manager has been granted a power of attorney to execute this Agreement on Licensor's behalf; (d) Manager is authorized to receive all payments due under this Agreement; and (e) Licensee shall direct to Manager all payments, fees, applications, approvals, permits, notices and any other documentation required hereunder or otherwise relating to Licensee's co-location at the Site.

### **1. DEFINITIONS**

Unless otherwise noted, as used in this Agreement references to Section numbers are to sections in main text of this Agreement, references to Exhibits are to those documents attached to this Agreement, use of "including" and "includes" means a non-exhaustive list of examples, and use of "or" means "and/or".

The following terms as used in this Agreement are defined as follows:

**"Acquiring Party"** means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

**Prepared by:** D. Thomas  
**Prepared on:** 10/28/2021

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**Customer Site Number:** N/A

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**“Adjusted Fee”** means the adjusted Basic Payment or other fee, as applicable, calculated as set forth in Section 5.2 below.

**“Adjustment Date”** means the date on which the Basic Payment and all other fees set forth herein shall be adjusted as set forth in Section 5.2 below.

**“AM Detuning Study”** means a study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.

**“AM Detuning Study Fee”** means the fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an AM Detuning Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject AM Detuning Study.

**“Base Fee”** means the then-current Basic Payment or other fee, as applicable.

**“Basic Payment”** means the consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below, which consideration is subject to adjustment as described in Section 5.2 below.

**“Basic Payment Commencement Date”** means the earlier of: i) the date that is twelve (12) months after the first (1st) day of the month in which Term Commencement Date, or ii) the first (1st) day of the month following the commencement of the installation of Licensee's Equipment at the Site.

**“Closeout Documentation”** means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or Modification to Equipment.

**“Code”** means TIA-222-X, where the “X” refers to whatever revision of TIA-222 is currently adopted by the jurisdiction in which the Site is located.

**“Conveyance”** includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff’s or trustee’s sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor’s interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

**“Crown Castle”** means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.5 below.

**“Current Term Expiration Date”** means, at any point in time, the last day of the then-current term, whether it is the initial term or a renewal term (if applicable).

**“Deed”** means the deed(s) or other similar prior instrument(s) from which Licensor’s rights in any portion of the Site are derived, together with any restrictive covenants pertaining

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thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

**“Equipment”** means Licensee’s communications equipment placed on the Site, including Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

**“Event of Default”** means any material breach of this Agreement for which no cure period applies, or any other breach of this Agreement that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

**“FAA”** means the Federal Aviation Administration.

**“FCC”** means the Federal Communications Commission.

**“Government Entity”** means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

**“Grantor”** means the grantor named in the Deed, if applicable.

**“Inspection Fee”** means the fee payable by Licensee to Crown Castle in the amount of Two Thousand Hundred and 00/100 Dollars (\$2,000.00) to defray Licensor’s costs associated with Crown Castle’s inspection of any Work not performed by Crown Castle. Said amount is subject to adjustment in accordance with Section 5.2 below.

**“Installation Standards”** means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.2 below.

**“Intermodulation Study”** means a study to determine whether an RF interference problem may arise.

**“Intermodulation Study Fee”** means the fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Intermodulation Study Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

**“Landlord”** means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

**“Laws”** means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

**“Lender”** means any and all lenders, creditors, indenture trustees and similar parties.

**“Licensed Equipment”** means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.



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**“Licensed Space”** means that portion of the Site that is licensed to Licensee hereunder.

**“Licensee”** means the party named as “Licensee” in the first paragraph hereof and its successors-in-interest.

**“Licensor”** means the party named as “Licensor” in the first paragraph hereof and its successors-in-interest.

**“Modification”** means (i) any addition of equipment outside the boundaries of any permitted equipment pads on the ground, (ii) any addition of antennas or antenna structures on the ground or on any equipment pads, (iii) any use of space on the ground or on the tower outside of the Licensed Space, except as otherwise expressly permitted herein, (iv) any change to the shape or location of the Licensed Space on the ground or on the tower, as applicable, (v) the addition of generators or generator fuel tanks in any location, (vi) any addition, modification, or replacement of equipment on the tower other than as may be specified herein, (vii) any change to the frequency ranges specified herein or the use of any frequency outside of the frequency ranges specified herein, or (viii) any use of power in excess of the power level specified herein. Notwithstanding the foregoing, the replacement of any of Licensee’s equipment (if any) on the tower with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not constitute a “Modification”, provided that such replacement does not negatively affect the tower’s loading capacity, as determined by Licensor.

**“Modification Application Fee”** means the fee payable by Licensee to Licensor in the amount of Five Hundred and 00/100 Dollars (\$500.00) to defray Licensor’s costs incurred in evaluating a Site Engineering Application with respect to a Modification. Said amount is subject to adjustment in accordance with Section 5.2 below.

**“NTP”** means a written notice to proceed.

**“Pre-Existing Use”** means any installation or modified use of Licensor’s or another user’s equipment prior to the installation or modified use of Licensee’s Equipment.

**“Prime Lease”** means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensor’s rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

**“Prior Agreement”** means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to the Site and the subject matter described herein.

**“Pro Rata Share”** means the fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%). For the purposes of determining “Pro Rata Share”, Licensor shall be deemed to be a then-existing user of the Site.

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**“Regulatory Compliance Costs”** means the reasonable costs, including reasonable attorneys’ fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable Law.

**“RF”** means radio frequency.

**“Security Instrument”** means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

**“Services Agreement”** means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

**“Site”** means the property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

**“Site Application Fee”** means, if applicable, the fee paid or payable by Licensee to Licensor to evaluate a Site Engineering Application to determine whether Site has sufficient capacity to accommodate the Equipment described herein.

**“Site Engineering Application”** means the application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application, if any, for Licensee’s permitted Equipment is referred to in Section 2.2 below and attached to this Agreement as part of **Exhibit B**.

**“Site Plan”** means the site plan or site sketch, if any, referred to in Section 2.2 below and attached hereto as **Exhibit C**.

**“Structural Analysis”** means an engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed tower-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

**“Structural Analysis Fee”** means the fee payable by Licensee to Licensor in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to defray Licensor’s costs incurred with respect to its performance of a Structural Analysis with respect to the installation of Licensee’s tower-mounted Equipment described herein or with respect to any Modification to Licensee’s Equipment. Said amount is subject to adjustment in accordance with Section 5.2 below.

**“Subsequent Use”** means any installation or modified use of Licensor’s or another user’s equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

**“Term”** means the term of this Agreement, as set forth in Section 4 below.

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**“Term Commencement Date”** means upon full execution of this Agreement

**“Tower Level Drawing”** means the tower level drawing or tower sketch, if any, referred to in Section 2.2 below and attached hereto as part of **Exhibit B**.

**“Unlicensed Equipment”** means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

**“Work”** means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.5 below.

## **2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT, ACCEPTANCE OF SITE**

2.1 **The Site.** The Site consists of that certain parcel of property, located in the City of Fresno, the County of Fresno, and the State of California, which is described in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment.** Licensors hereby grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Site Engineering Application and Tower Level Drawing (or other documentation), if applicable, attached hereto as **Exhibit B** and as shown in the Site Plan (or other documentation), if applicable, attached hereto as **Exhibit C**. If this Agreement is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site. Such license is subject to the Installation Standards and restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**.

2.2.1 **Tower-Mounted Equipment Not Installed Within 180 Days After Commencement of Installation.** With respect to the installation of any tower-mounted Equipment not already installed on the Site pursuant to a Prior Agreement, if Licensee fails to install all of its tower-mounted Equipment as described in **Exhibit B** (or as described in any future amendment for a Modification) within one hundred eighty (180) days after commencement of its initial installation of such tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such tower-mounted Equipment after said one hundred eighty (180) day period; provided, however, Licensee may thereafter install the remainder of the permitted but uninstalled tower-mounted Equipment for no increase to the Basic Payment, subject to available capacity at the Site, as determined by Licensors. Licensee shall notify Licensors in writing and coordinate with Licensors prior to installing any portion of the remainder of the permitted but uninstalled tower-mounted Equipment after said one hundred eighty (180) day period. Licensee acknowledges and agrees that Licensors may require that Licensee submit a new Site Engineering Application with respect to the installation of the remainder of such permitted but uninstalled tower-mounted Equipment. In the event that Licensors determines that the Site or tower located thereon cannot accommodate such permitted but uninstalled tower-mounted Equipment

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without requiring modifications thereto, then the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating such permitted but uninstalled tower-mounted Equipment.

2.2.2 Reduction of Available Capacity Due to Change in Applicable Law. If, as a result of any change in the applicable Code after the date of the subject Structural Analysis and prior to Licensee's completion of installation of any tower-mounted Equipment as described in **Exhibit B** (or as described in any future amendment for a Modification), Licensor determines that the tower at the Site no longer has sufficient capacity to accommodate any permitted but uninstalled tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such tower-mounted Equipment after such change in such applicable Code; provided, however, the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating any such permitted but uninstalled tower-mounted Equipment.

2.3 **Application for Modifications.** Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor together with payment of the Modification Application Fee. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the subject Structural Analysis Fee, AM Detuning Study Fee or Intermodulation Study Fee, as applicable. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment. Licensee agrees that any Modification, or change in Licensee's use of the Licensed Space, as approved herein, may entitle Licensor to additional compensation. Licensor is not obligated to approve applications for Modifications.

2.4 **Conditions Precedent to Installation of Equipment or Modification.** With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease or Deed to allow Licensor to license the Licensed Space to Licensee, if such consent is required, or Licensor has determined that no such written consent is required; (ii) a Site Engineering Application for such installation or Modification has been approved by Licensor; (iii) Licensor has received and approved Licensee's drawings showing the proposed installation of or Modification to the Equipment; (iv) Licensee has received and provided to Licensor (and Licensor has reviewed and accepted) copies of (a) all required permits, if any, for its installation of or Modification to the Equipment and (b) all required regulatory or governmental approvals pertaining to Licensee's proposed use of the Site; (v) Licensor has received a waiver of any rights of first refusal applicable to the Licensed Space identified in the subject Site Engineering Application; (vi) the Site Application Fee, Modification Application Fee, Structural Analysis Fee, Intermodulation Study Fee and AM Detuning Study Fee, as applicable, have been paid; and (vii) an NTP pertaining to such installation or Modification has been issued by Licensor and fully executed in accordance with Licensor's NTP process. With respect to Licensee's initial installation of Equipment on the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days after the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party; provided, however, the foregoing right to terminate this Agreement shall expire upon satisfaction of all applicable conditions precedent if said termination right

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was not previously exercised by either party. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

**2.5 Performance of Work.** Licensee may engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant to this Section 2 (the "Work"). With respect to each such engagement, Licensee shall pay to Crown Castle a fee equal to the cost of the subject Work plus fifteen percent (15%), except to the extent as may otherwise be set forth in an applicable Services Agreement between Licensee and Crown Castle, and such Work shall otherwise be performed upon other terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall (i) only engage a contractor approved by Crown Castle to perform the Work and (ii) pay to Crown Castle the Inspection Fee upon completion of the Work. Notwithstanding Crown Castle's inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of this Agreement.

**2.6 Closeout Documentation.** In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.5 above, Licensor shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. Notwithstanding the foregoing, in the event that Licensee fails to provide to Licensor said Closeout Documentation within said forty-five (45) day period, Licensee shall pay to Licensor One Thousand and 00/100 Dollars (\$1,000.00) for the purpose of defraying Licensor's costs associated with preparation of the Closeout Documentation required hereunder. Said amount is subject to adjustment in accordance with Section 5.2 below.

**2.7 Licensor's Remedies for Undocumented Installation or Modification.** In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensor shall have the following remedies, notwithstanding any other terms of this Agreement: (i) the right to collect from Licensee an administrative fee equal to six (6) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said notice), plus the Modification Application Fee, plus any costs incurred to assess the impact of the unauthorized installation or Modification; (ii) the right to collect from Licensee any direct and consequential damages related to such unauthorized installation or Modification; and (iii) the right to collect the Basic Payment for the Site retroactive to the date of the unauthorized installation or Modification. In the alternative to other remedies available to Licensor hereunder (i.e., the other remedies available to Licensor outside of this Section 2.7), Licensor may terminate this Agreement and require Licensee to immediately vacate the Site.

**2.8 Acceptance of Licensed Space and Site.** By executing and delivering this Agreement, Licensee: (i) accepts the Licensed Space and Site, including any improvements located thereon, as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; (ii) accepts the Licensed Space and Site, including any improvements located thereon, and every part and appurtenance thereof in

**Prepared by:** D. Thomas  
**Prepared on:** 10/28/2021



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their "AS IS, WHERE IS" condition; and (iii) waives any claims against Licensor related to defects in the Licensed Space or Site, including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

### **3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES**

**3.1 Access to Site.** Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in **Exhibit A**, and non-exclusive license to access Licensor's utility easement, if any, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or Deed or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access area; provided, however, in the event that Licensee requires access to the Site but snow or some other obstruction on or in the access area is preventing or otherwise materially hindering Licensee's access to the Site, then Licensee shall notify Licensor of such snow or other obstruction and Licensor and Licensee shall cooperate with one another for the removal of such snow or other obstruction, on terms mutually agreeable to the parties.

**3.2 Authorized Persons; Safety of Personnel.** Licensee's right of access to the Site shall be limited to contractors approved by Crown Castle or persons under their direct supervision. Licensee shall not allow any person to climb a tower for or on behalf of Licensee without ensuring that such person works for a contractor approved by Crown Castle for the subject Work. The foregoing limitations on Site and tower access are material terms of this Agreement.

**3.3 Notice to Licensor.** Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor's Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

**3.4 Licensee's Use of the Site.** Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified herein, at the power levels specified herein.

**3.5 Permits, Authorizations and Licenses.** Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

**3.6 Zoning Approval.** At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to



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any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property on which the Site is located, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (a) any zoning application or amendment submitted by Licensee, (b) making any improvements or performing any other obligations required as a condition of approval with respect to same and (c) any other related expenses.

3.7 **Utilities.** Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable, Licensee shall pay a share of such costs as reasonably allocated by Licensor.

#### **4. TERM**

4.1 **Term of Agreement.** The term of this Agreement shall commence on the Term Commencement Date and continue for a period of ten (10) years, ending on the day immediately prior to the tenth (10th) anniversary of the Term Commencement Date at 11:59:59 p.m. New York time (the "Term").

4.2 **Automatic Term Renewal.** The Term shall automatically extend for four (4) renewal periods of five (5) years each 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 Current Term Expiration Date; provided, however, in the event that Licensee provides written notice of non-renewal to Licensor in accordance herewith but does not cause its Equipment to be removed from the Site prior to the Current Term Expiration Date, then (i) if all possible renewal periods have not been exhausted, such non-renewal notice shall be deemed to be invalid and have no force and effect, and this Agreement shall be deemed to have continued for an additional renewal period in accordance with this Section 4.2, as of the Current Term Expiration Date, and (ii) if all possible renewal periods have been exhausted, Section 23 below shall apply with respect thereto.

4.3 **Term Subject to Prime Lease.** Notwithstanding the foregoing, if a Prime Lease applies to the Site, and the term of the Prime Lease expires or terminates sooner than the expiration or termination of this Agreement, and Licensor has not assigned (and is not obligated to assign) its rights hereunder to Landlord, then the Term of this Agreement shall continue and remain in effect only as long as Licensor retains its interest under the Prime Lease.

#### **5. CONSIDERATION**

5.1 **Basic Payment.** Licensee shall pay to Licensor Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$4,750.00) per month, subject to adjustment in accordance with Section 5.2 below (the "Basic Payment"), for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal monthly payments payable on the Basic Payment Commencement Date, and on the first day of each month thereafter continuing for the Term, subject to extensions as provided for herein. Payments shall be made by check payable to CCATT LLC, PO Box 732462, Dallas, Texas 75373-2462. Licensee shall include the JDE Business Unit No. 845794 on or with each payment. Payments for any partial month shall be prorated.

5.2 **Adjustments to Basic Payment and Other Fees.** The Basic Payment and all other fees herein that are expressed as fixed dollar amounts (excluding any fees in this Section 5 other than the Basic

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Payment that are expressed as fixed dollar amounts) shall be increased (but never decreased) on the first anniversary of the Term Commencement Date and every anniversary of such date thereafter (the "Adjustment Date") by three percent (3%). Licensors failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. Such adjustment to the Basic Payment and other fees shall be calculated by the following formula:

The Adjusted Fee = Base Fee + (Base Fee x 3%).

**5.3 Regulatory Compliance Costs.** In the event that Licensors incurs Regulatory Compliance Costs at the Site during the Term, then, at Licensors election, Licensee shall pay to Licensors its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensors invoice for same (together with supporting documentation).

**5.4 Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity, or to Licensors if Licensors is invoiced by such Government Entity, if and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensees use of the Site or the Licensed Space. Licensee shall pay to Licensors or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of this Agreement or Licensees use of the Site or the Licensed Space. At Licensors election, Licensee shall also pay to Licensors its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site itself or against Licensors improvements thereon. Licensors shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee promptly upon receipt. Licensors shall invoice Licensee annually, indicating the amount of the assessment, Licensees Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensees receipt.

## **6. INTERFERENCE**

**6.1 Interference to Licensees Licensed Operations.** Licensors agrees that neither Licensors nor Licensors other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensees Licensed Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensees FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensees FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (i) Licensee shall notify Licensors in writing of such RF interference, (ii) Licensors shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensors receipt of such notice, and (iii) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensees FCC-licensed transmissions or reception. Licensors further agrees that any new licenses or other agreements that Licensors executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensees operation of its Licensed Equipment following receipt of a notice of such RF interference.

**6.2 Interference by Licensee.** Notwithstanding any prior approval by Licensors of Licensees Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensors or other uses of users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If

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Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, Licenser shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licenser shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licenser for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. To the extent allowed by law, Licensee shall indemnify and hold Licenser and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment.

**6.3 Interference to Licensee's Unlicensed Operations.** Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licenser nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit a Site Engineering Application to request relocation of such Equipment to another location at the Site. Licenser shall approve the Site Engineering Application if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licenser in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Site Engineering Application for said relocation is approved by Licenser, all other terms of this Agreement shall continue to apply to such Unlicensed Equipment as relocated and this Agreement shall be amended to reflect such relocation.

## **7. RELOCATION OF EQUIPMENT BY LICENSOR**

**7.1 Relocation of Equipment at Licensor's Option.** Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the coverage or signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

**7.2 Third Party Offers for Licensed Space.** In the event that Licensor receives a proposal from a third party to license the Licensed Space for a fee in excess of Two Thousand and 00/100 Dollars (\$2,000.00) per month, then, unless Licensee agrees to amend the Basic Payment to equal the amount offered by said third party (within thirty (30) days of the date of said notice from Licensor), Licensor shall have the right to either (i) relocate the Equipment, or (ii) if Licensor determines, in its sole judgment, that such relocation is not feasible, terminate this Agreement on thirty (30) days written notice.

## **8. RF EXPOSURE**

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

**Prepared by:** D. Thomas  
**Prepared on:** 10/28/2021

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## **9. LIENS**

Licensee shall keep the Licensed Space, the Site and any interest it or Licensors has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensors, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

## **10. INDEMNIFICATION**

To the extent allowed by law, Licensee shall indemnify, defend and hold Licensors, and Licensors' affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of Licensee's or any of Licensee's contractors', subcontractors', servants', agents' or invitees' use or occupancy of the Site. Licensors agree that this Agreement shall in no way act to abrogate or waive any immunities available to Licensee under the Tort Claims Act of the State of California.

## **11. INSURANCE**

Licensee shall carry commercial general liability insurance on a form providing coverage at least as broad as the ISO CG 0001 10 01 policy form covering its occupancy and use of the Site. The liability insurance policies, automobile, commercial general liability, and umbrella shall be endorsed to cover Licensors (and Licensors' manager, as applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary liability insurance maintained by Licensors (and any primary liability insurance maintained by Licensors' manager, as applicable) on a form that does not exclude the concurrent negligence of the additional insured. At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors of Licensee, which must provide coverage as separately specified by Licensors) shall obtain the following insurance coverage: (i) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit; (ii) commercial general liability covering bodily injury, death and property damage including coverage for explosion, collapse and underground exposures (XCU) and products/completed operations with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000; (iii) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; (iv) umbrella liability insurance of \$5,000,000; and (v) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site. Licensors reserves the right, no more than once every ten (10) years, to require reasonable increases in the commercial general liability limits identified above, which increases shall be reflective of then-current industry exposures. Licensors shall exercise such right by providing written notice thereof to Licensee, in which event Licensee shall become compliant within thirty (30) days after receipt of written notice of the subject increases to such limits. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed to do business in the state where the Site is located. All policies required to be provided pursuant to this Section 11 shall contain a waiver of subrogation in favor of Licensors (and Licensors' manager, as applicable). The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of the Licensee. Licensee shall provide certificates of insurance evidencing said coverage to Licensors upon execution of this Agreement and at least annually as the policies renew. Any failure on the part of Licensors

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**Prepared on:** 10/28/2021

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to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. Licensee shall provide copies of said policies upon receipt of written request by Licensor. Licensee agrees to provide notice to Licensor within fifteen (15) days of receipt of any cancellation notice of any of the required insurance policies.

Notwithstanding the foregoing, it is acknowledged and agreed that Licensee (for itself alone) shall be entitled to self-insure for all or a portion of the above coverages and insurance requirements in accordance with Licensee's customary and usual practice. Licensee agrees to provide to Licensor its standard form of letter confirming Licensee's responsibility for claims and liability with value up to the amount of Licensee's self-insured retention, and, if applicable, the existence of Licensee's excess liability insurance coverage above such amount sufficient to meet the insurance coverage requirements hereunder. Such self-insurance shall respond in the same manner that the required insurance policies would have if the Licensee had purchased insurance in the standard insurance market.

## **12. CASUALTY OR CONDEMNATION**

**12.1 Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, then Licensor shall have (i) ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and (ii) one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy for such interruption of use shall be abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

**12.2 Condemnation.** If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

## **13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES**

Each of the following shall constitute an Event of Default hereunder: (i) Licensee's failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (ii) Licensee's engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.5 above; (iii) Licensee's breach of this Agreement by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.7 above; (iv) Licensee's violation of the Site or tower access limitations in Section 3.2 above; (v) Licensee's failure to stop its Equipment from causing RF interference to Licensor or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2 above; and (vi) either party's failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party

**Prepared by:** D. Thomas  
**Prepared on:** 10/28/2021



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to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. In the Event of Default by Licensee, upon Licensor's demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate this Agreement as set forth in Section 19.3 below. Licensee agrees that, if any payment to be made under this Agreement is not received by Licensor by the date it is due, Licensee will pay Licensor a late fee of Thirty-Five Dollars (\$35.00) for each month or partial month that elapses until said payment is received by Licensor. Said amount shall be adjusted as set forth in Section 5.2 above. Imposition of late fees is not a waiver of Licensor's right to declare this Agreement in default if the Basic Payment or any other payment is not made when due. Except as otherwise provided in Section 2.7 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

#### **14. USE OF HAZARDOUS CHEMICALS**

Licensee must inform Licensor (in the Site Engineering Application attached hereto as part of **Exhibit B** or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous chemicals on the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

#### **15. GOVERNING LAW, VENUE**

The laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by mediation or litigation in said state or commonwealth. The period for bringing any dispute related to this Agreement to mediation shall be the same period that would apply under the applicable statute of limitations were such dispute to be brought to litigation.

#### **16. ASSIGNMENT, SUBLEASE, SHARING**

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor's sole discretion. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, in whole or in part, either directly or through affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with any third party. Notwithstanding the foregoing, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in Section 3.2 above.



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## **17. NOTICES**

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

As to Licensee:

City of Fresno  
 Attention: Bryon Horn, CIO  
 2600 Fresno Street, Room 1059  
 Fresno, CA 93721  
 Phone: (559) 621-7101  
 FAX: (559) 457-1002

As to Licensor:

NEW CINGULAR WIRELESS PCS, LLC  
 c/o CCATT LLC  
 2000 Corporate Drive  
 Canonsburg, PA 15317  
 Attention: Legal Department  
 Telephone Number: (724) 416-2000

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

## **18. PRIME LEASE OR DEED**

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease or Deed. A redacted copy of the Prime Lease or Deed is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site.

## **19. TERMINATION**

**19.1 Withdrawal or Termination of Site Zoning Approval or Permit.** In the event that any Site zoning approval or any of Licensor's permits to operate the Site as a communications facility is withdrawn or terminated, this Agreement shall terminate effective as of the termination of such Site zoning approval or permit.

**19.2 Termination of Prime Lease.** If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, this Agreement shall terminate effective as of the termination of the Prime Lease.

**19.3 Termination in the Event of Default.** In the Event of Default by either party (the "defaulting party"), the other party (the "non-defaulting party") may terminate this Agreement by providing written notice of such termination to the defaulting party. Such written notice shall describe (i) the Event

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of Default, and (ii) in the case of a breach that could have been cured in accordance with Section 13, the defaulting party's failure to cure such breach within the stipulated cure period. The non-defaulting party's right to terminate this Agreement pursuant to this Section 19.3 is in addition to any other rights and remedies provided to the non-defaulting party by law or under this Agreement.

## **20. NO WAIVER**

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

## **21. NON-DISCLOSURE**

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement (or relevant portions thereof) to (i) Landlord, if a Prime Lease applies to the Site, (ii) any of its lenders or creditors, or (iii) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee's Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

## **22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT**

**22.1 Subordination.** Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) a Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

**22.2 Non-Disturbance.** The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

**22.3 Liability of Parties.** Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any

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Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

22.4 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, provided that Licensee does not waive any rights that it may have hereunder to terminate this Agreement, in accordance with its terms, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

### **23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT, REMAINING EQUIPMENT FEE**

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of this Agreement. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment or other property remain on the Site after the expiration or termination of this Agreement, then:

- (i) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;
- (ii) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity:
  - (a) Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the monthly portion of Basic Payment (based on the amount of the Basic Payment at the time of said expiration or termination) for each month or partial month during which any portion of Licensee's Equipment remains at the Site after the expiration or termination of this Agreement,
  - (b) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property remaining at the Site after the expiration or termination of this Agreement, and
  - (c) Licensee shall indemnify and hold Licensor harmless from and against all claims made against Licensor by any third party founded upon delay by Licensor in delivering possession of the Site to such third party or upon the improper or inadequate condition of the Site, to the extent that such delay or improper or inadequate condition is occasioned by the failure of Licensee to perform its said surrender obligations or timely surrender of the Licensed Space; and

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(iii) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee's expense, subject to the following terms:

- (a) Licensor's liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,
- (b) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under this Agreement, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and
- (c) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

#### **24. COMPLIANCE WITH LAWS**

Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee's, Landlord's, Grantor's or other Site users' negligence or willful misconduct. All installations and operations by Licensee in connection with this Agreement shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

#### **25. COUNTERPARTS AND ELECTRONIC SIGNATURE**

This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals on the Effective Date.

**Licensee:**  
 CITY OF FRESNO,  
 a California municipal corporation

DocuSigned by:  
 By: Bryon Horn  
 486DF11610CE4F8...  
 BRYON HORN, CIO  
 Information Services Department  
 Date: 5/9/2022

APPROVED AS TO FORM:  
 DOUGLAS T. SLOAN  
 City

DocuSigned by:  
 By: Brandon Collet 5/10/2022  
 1CF5444CAA64DB...  
 Brandon Collet Date  
 Sr. Deputy City Attorney

ATTEST:  
 TODD STERMER, CMC  
 City

DocuSigned by:  
 By: Bernard Caney 5/11/2022  
 F9ABC6856CCF424...  
 Deputy

**Licensor:**  
 New Cingular Wireless PCS, LLC,  
 a Delaware limited liability company

By: CCATT LLC,  
 a Delaware limited liability company  
 Its: Attorney-in-Fact

DocuSigned by:  
 By: Jessica Dernosek  
 32804738332C443...  
 Print Name: Jessica Dernosek  
 Title: Manager, Contract Development  
 Date: November 16, 2021



**EXHIBIT A to Tower Site License Agreement**

**SITE AND ACCESS AREA LEGAL DESCRIPTIONS**



THAT PORTION OF LOT 27 OF WINTERTON TRACT, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3 OF RECORD OF SURVEYS, AT PAGE 21, IN THE OFFICE OF THE FRESNO COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 17, 2011 AS DOCUMENT NO. 2011-0108586, WITH THE EAST LINE OF THE WEST 12 FEET OF SAID LOT 27;

THENCE N 00°37'30" E, A DISTANCE OF 97.22 FEET;  
THENCE S 89°03'04" E, A DISTANCE OF 50.00 FEET;  
THENCE S 00°37'30" W, A DISTANCE OF 97.22 FEET TO SAID SOUTH LINE;  
THENCE N 89°03'04" W, ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION OF SAID LOT 27;

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 17, 2011 AS DOCUMENT NO. 2011-0108586, WITH THE EAST LINE OF THE WEST 12 FEET OF SAID LOT 27;

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THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 49.86 FEET;  
THENCE S 00°37'58" W, A DISTANCE OF 7.94 FEET TO A POINT ON SAID SOUTH LINE;  
THENCE N 89°03'04" W, ALONG SAID SOUTH LINE, A DISTANCE OF 1.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,800 SQUARE FEET (0.11 ACRES), MORE OR LESS.

THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2007, ZONE 4. DIVIDE DISTANCES BY 0.99993543 TO OBTAIN GROUND DISTANCES.

APN: 433-070-56

SHEET 1 OF 3

**Customer Site Name:** N/A  
**Customer Site Number:** N/A

**Crown Site Name:** NORTH FRESNO  
**JDE Business Unit:** 845794  
**License Identifier:** 782312

**EXHIBIT B to Tower Site License Agreement**

**APPROVED EQUIPMENT**

**Prepared by:** D. Thomas  
**Prepared on:** 10/28/2021



## Order Information

Order ID	Submitted By	Original Submit Date	JDE Job Number	Revision Number
584623	Emily Greene	Aug 24 2021	684648	0

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
845794	A	280.0	NORTH FRESNO
Crown Castle District	County		
SFO	Fresno		
Latitude	Longitude	Structure Type	Site Address
36° 47' 3.49"	-119° 51' 11.36"	SELF SUPPORT	3306 N VALENTINE AVE FRESNO, CA 93722

## Order Parameters

Who is the customer?	What do you want to do?	First Time Install on Site?	What is the Scope of your Order?
City Of Fresno California	License Agreement	Yes	Tower Equipment and Ground Space

What is the scope of work?

City of Fresno proposes to add (6) Omnis, (2) MWs, and (8) lines

adding 8'x30' lease area/building

## Customer

Billing Company	Billing ID Number	Billing Address	
City of Fresno	2414274	2600 FRESNO ST FRESNO, CA 93721	
Operating Legal Entity	Operating Legal Entity ID		
City of Fresno	2414274		
Customer Site Name	Customer Site Number	Customer Job Number	Customer Payment Reference
--	--	--	--
Customer Project Number	Customer Market	Customer Region	Customer Sub-Market
--	--	--	--
Project Management Vendor			
Crown Castle - PMV			

## Contacts

NAME	EMAIL	PHONE	ADDRESS
Bryon Horn	Bryon.Horn@fresno.gov	5596217101	2600 FRESNO ST FRESNO, California 93721

## 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)
223	223	2	0	2	0	RFS/CELWAVE / SC3-W100A	39.36	39.36	104.50	39.70
237	237	1	0	1	0	TELEWAVE / ANT150F6	256.00	2.75	2.75	43.00
237	237	1	0	1	0	TELEWAVE / ANT450F10	244.00	2.75	2.75	41.00
237	237	1	0	1	0	TELEWAVE / ANT770F6	61.00	2.38	2.38	19.00
280	280	1	0	1	0	TELEWAVE / ANT150F6	256.00	2.75	2.75	43.00
280	280	1	0	1	0	TELEWAVE / ANT450F10	244.00	2.75	2.75	41.00
280	280	1	0	1	0	TELEWAVE / ANT770F6	61.00	2.38	2.38	19.00

Tower Mounted Equipment

There are currently no TMEs for this order.

Feedlines

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	NOMINAL SIZE (in)	NOMINAL O.D. (in)
223	223	2	0	2	0	RFS/CELWAVE / E105	ELLIPTICAL	1.30
237	237	3	0	3	0	ANDREW / LDF5-50A	7/8	1.03
280	280	3	0	3	0	ANDREW / LDF5-50A	7/8	1.03

Frequencies

SVC TECHNOLOGY	EIRP (WATTS)	STANDARD FREQUENCY	TRANSMIT FREQUENCY
Other - With RF	150.00		460.000 - 460.000MHZ
Other - With RF	140.00		145.000 - 145.000MHZ
Other - With RF	100.00		700.000 - 700.000MHZ
Other - With RF	1659.00		11.000 - 11.000GHZ

All Receive frequencies are approved.

Cabinets

Number of Proposed Additional Cabinets

1

Lease Areas

Lease Area 8'0"x30'0" (240.00sq. ft.) - Proposed

Foundation Types

TYPE	LENGTH	WIDTH	HEIGHT	SQ. FT.	STATUS
Building	8'0"	30'0"		240.00	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
TELEWAVE / ANT150F6	280	204	PLATFORM MOUNT	Mid-Mount	Proposed
TELEWAVE / ANT450F10	280	324	PLATFORM MOUNT	Mid-Mount	Proposed
TELEWAVE / ANT150F6	237	204	SIDE ARM MOUNT	Mid-Mount	Proposed
TELEWAVE / ANT450F10	237	324	SIDE ARM MOUNT	Mid-Mount	Proposed
RFS/CELWAVE / SC3-W100A	223	101	PIPE MOUNT	Mid-Mount	Proposed
RFS/CELWAVE / SC3-W100A	223	132	PIPE MOUNT	Mid-Mount	Proposed
TELEWAVE / ANT770F6	280	84	PLATFORM MOUNT	Upright	Proposed
TELEWAVE / ANT770F6	237	84	SIDE ARM MOUNT	Mid-Mount	Proposed

### Tower Mounted Equipment

There are currently no TMEs for this order.

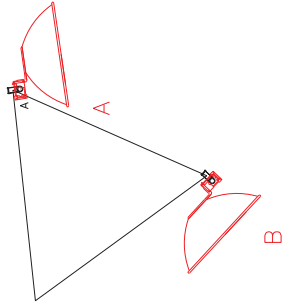
### Feedlines

TYPE	MANUFACTURER / MODEL	NOMINAL SIZE (in)	ATTACHED CENTERLINE (ft)	LENGTH (ft)	IN CONDUIT?	STATUS
COAX	ANDREW / LDF5-50A	7/8	280	330	No	Proposed
COAX	ANDREW / LDF5-50A	7/8	280	330	No	Proposed
COAX	ANDREW / LDF5-50A	7/8	280	330	No	Proposed
COAX	ANDREW / LDF5-50A	7/8	237	287	No	Proposed
COAX	ANDREW / LDF5-50A	7/8	237	287	No	Proposed
COAX	ANDREW / LDF5-50A	7/8	237	287	No	Proposed
ELLIPTICAL	RFS/CELWAVE / E105	ELLIPTICAL	223	273	No	Proposed
ELLIPTICAL	RFS/CELWAVE / E105	ELLIPTICAL	223	273	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.

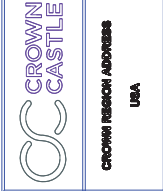


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ANTENNA SUMMARY CITY OF FRESNO CALIFOR									
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN C		
2	0	2	0	0	RFS/CELMWE	SC3-W100A	223		
TWE SUMMARY CITY OF FRESNO CALIFOR									
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE		
FEEDLINE SUMMARY CITY OF FRESNO CALIFOR									
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE		
2	0	2	0	0	RFS/CELMWE	E105	ELLIPTICAL		



ORIENT		CUSTOMER		Q	STATUS	MFG	ANTENNA		AZ	TECH	FEEDLINE		QTY	SIZE	QTY	TWE TYPE	MFG	MODEL
A :		MO :		CITY OF FRESNO CALIFOR		223	PROPOSED	RFS/CELMWE	SC3-W100A	101	1 ELLIPTICAL		0					
B :		MO :		CITY OF FRESNO CALIFOR		223	PROPOSED	RFS/CELMWE	SC3-W100A	132	1 ELLIPTICAL		0					

OPERATING LEGAL ENTITY: CITY OF FRESNO



BY	ECAD
NO. DATE	24/06/21
DESCRIPTION	UPDATED FOR WORK ORDER 2015075
REVISIONS	

DRAWN/CHECKED BY: ECAD  
DRAWING DATE: 06/2/2021

SITE NUMBER:	
SITE NAME:	
SITE NAME	
NORTH FRESNO	
BUSINESS UNIT NUMBER	
045704	
SITE ADDRESS	

3300 N VALENTINE AVE  
FRESNO, CA 93722  
FRESNO COUNTY  
UN

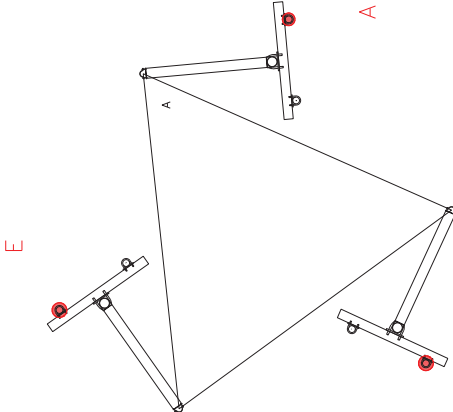
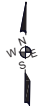
SHEET TITLE	
223 FT PROPOSED LEVEL	
SHEET NUMBER	

A 1-223

LEVEL DRAWING | MOUNT: FW 001-1

PLOT DATE: 10/20/2021 FILE NAME: 045704\_A\_223\_P.dwg

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ANTENNA SUMMARY CITY OF FRESNO CALIFOR									
QTY	INST	PRPSD	NOT INST	MLA /SLA/ABND	MANUFACTURER	MODEL	ANTEN C		
1	0	1	0	0	TELEWAVE	ANT770F6	237		
1	0	1	0	0	TELEWAVE	ANT150F6	237		
1	0	1	0	0	TELEWAVE	ANT450F10	237		
TME SUMMARY CITY OF FRESNO CALIFOR									
QTY	INST	PRPSD	NOT INST	MLA /SLA/ABND	MANUFACTURER	MODEL	TYPE		
FEEDLINE SUMMARY CITY OF FRESNO CALIFOR									
QTY	INST	PRPSD	NOT INST	MLA /SLA/ABND	MANUFACTURER	MODEL	SIZE		
3	0	3	0	0	ANDREW	LFP5-50A	7/8		



ORIENT		CUSTOMER	Q	STATUS	MFG	ANTENNA		FEEDLINE			TME				
								AZ	TECH	QTY	SIZE	QTY	TME TYPE	MFG	MODEL
A :		CITY OF FRESNO CALIFOR	237	PROPOSED	TELEWAVE	ANT770F6	84	1	7/8	0					
MD															
B :															
C :		CITY OF FRESNO CALIFOR	237	PROPOSED	TELEWAVE	ANT150F6	204	1	7/8	0					
MD															
D :															
E :		CITY OF FRESNO CALIFOR	237	PROPOSED	TELEWAVE	ANT450F10	324	1	7/8	0					
MD															

OPERATING LEGAL ENTITY: CITY OF FRESNO

CROWN CASTLE

CROWN RESION ADDRESS  
USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS

NO. DATE

DESCRIPTION

BY

ECAD

24/06/21

UPDATED FOR WORK ORDER 2015076

DRAWN/CHECKED BY: ECAD

DRAWING DATE: 02/2021

SITE NUMBER:

SITE NAME:

SITE NAME

NORTH FRESNO

BUSINESS UNIT NUMBER

045704

SITE ADDRESS

3300 N VALENTINE AVE  
FRESNO, CA 93722  
FRESNO COUNTY  
US

SHEET TITLE

237 FT PROPOSED LEVEL

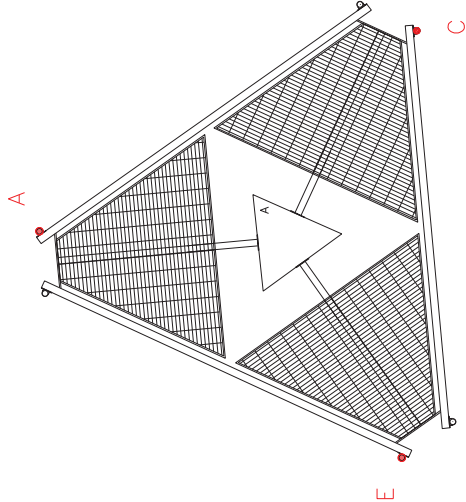
SHEET NUMBER

LEVEL DRAWING | MOUNT: SO 201-1

PLOT DATE: 10/20/2021 FILE NAME: 045704\_A\_237\_P.dwg

A 1-237

DocuSign Envelope ID: 1461000-8A48-4852-8403-86F62C1E0206										ANTENNA SUMMARY CITY OF FRESNO CALIFOR									
QTY	INST	PRPSD	NOT INST	MLA	SLA	ABND	MANUFACTURER	MODEL	ANTEN C										
1	0	1	0	0			TELEWAVE	ANT450F10	280										
1	0	1	0	0			TELEWAVE	ANT770F6	280										
1	0	1	0	0			TELEWAVE	ANT150F6	280										
TME SUMMARY CITY OF FRESNO CALIFOR										FEEDLINE SUMMARY CITY OF FRESNO CALIFOR									
QTY	INST	PRPSD	NOT INST	MLA	SLA	ABND	MANUFACTURER	MODEL	TYPE										
3	0	3	0	0			ANDREW	LPF5-50A	7/8										



LEVEL DRAWING | MOUNT: LP 602-1

PLOT DATE: 10/26/2021 FILE NAME: 945761\_A\_280\_P.dwg

ORIENT		CUSTOMER	Q	STATUS	MFG	ANTENNA		AZ	TECH	FEEDLINE			TME		MODEL
A	MO	CITY OF FRESNO CALIFOR	280	PROPOSED	TELEWAVE	ANT450F10		324		1	7/8	0			
B															
C	UP	CITY OF FRESNO CALIFOR	280	PROPOSED	TELEWAVE	ANT770F6		84		1	7/8	0			
D															
E	MO	CITY OF FRESNO CALIFOR	280	PROPOSED	TELEWAVE	ANT150F6		204		1	7/8	0			

OPERATING LEGAL ENTITY: CITY OF FRESNO

CROWN CASTLE

CROWN RESION ADDRESS  
USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS

NO. DATE

DESCRIPTION

BY

24/06/21

UPDATED FOR WORK ORDER 2015076

ECAD

DRAWN/CHECKED BY: ECAD

DRAWING DATE: 02/2/2021

SITE NUMBER:

SITE NAME:

SITE NAME

NORTH FRESNO

BUSINESS UNIT NUMBER

945761

SITE ADDRESS

3300 N VALENTINE AVE  
FRESNO, CA 93722  
FRESNO COUNTY  
US

SHEET TITLE

280 FT PROPOSED LEVEL

SHEET NUMBER

**Customer Site Name:** N/A  
**Customer Site Number:** N/A

**Crown Site Name:** NORTH FRESNO  
**JDE Business Unit:** 845794  
**License Identifier:** 782312

**EXHIBIT C to Tower Site License Agreement**

LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)  
OF EQUIPMENT BUILDING/FLOOR SPACE  
AND ANY OTHER GROUND-BASED INSTALLATION AT THE SITE

**Prepared by:** D. Thomas  
**Prepared on:** 10/28/2021



**Customer Site Name:** N/A  
**Customer Site Number:** N/A

**Crown Site Name:** NORTH FRESNO  
**JDE Business Unit:** 845794  
**License Identifier:** 782312

**EXHIBIT D to Tower Site License Agreement**

PRIME LEASE OR DEED

**Prepared by:** D. Thomas  
**Prepared on:** 10/28/2021



### THIRD AMENDMENT TO SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO SITE LEASE AGREEMENT (the "Third Amendment") is entered into this 28th day of April, 2015, by and between DOUGLAS H. JONES (as successor in interest to E BARBARA MILLS) (hereinafter "Lessor") and NEW CINGULAR WIRELESS PCS, LLC (as successor in interest to Fresno Cellular Telephone Company d/b/a Cellular One), by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter "Lessee").

#### RECITALS

WHEREAS, Lessor and Lessee entered into a Site Lease Agreement dated February 27, 1987 (the "Original Lease"), whereby Lessor leased to Lessee certain real property, together with access and utility easements, therein described (the "Premises"), that are a portion of the property located at 3939 WINTERTON TRACT SW CORNER LOT 27, FRESNO, CA 93722; and

WHEREAS, Lessor and Lessee amended the Original Lease by that certain Amendment To Lease Agreement dated March 24, 1989 (the "First Amendment") and that certain Second Amendment To Site Lease Agreement dated May 19, 2005 (the "Second Amendment") (hereinafter the Original Lease, the First Amendment, and the Second Amendment are collectively referred to herein as the "Lease"); and

WHEREAS, Lessor and Lessee wish to describe more particularly the Premises in the manner set forth herein.

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

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Premises. Notwithstanding anything to the contrary contained in the Lease, the property referred to in the Lease as the "Premises" is more particularly described in the legal description attached as **Exhibit "A"** hereto. An as-built survey of the Premises is attached as **Exhibit "B"** hereto.

3. Memorandum of Lease. Concurrently herewith, Lessor and Lessee are entering into a Memorandum of Lease substantially in the form of **Exhibit "C"** attached hereto, to be recorded in the county and state where the Premises is located.

4. Notices. The notice addresses of Lessor and Lessee as stated in Section 9 of the Original Lease, and as amended thereafter, are amended as follows:

If to Lessee:  
New Cingular Wireless PCS, LLC  
Legal Department  
Attn: Network Legal

With a copy to:  
CCATT LLC  
Attn: Legal Dept.  
2000 Corporate Drive

208 S. Akard St.  
Dallas, TX 75202-4206

Canonsburg, PA 15317

If to Lessor:

Douglas H. Jones  
11945 Rio Vista Dr.  
Truckee, CA 96161

5. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Third Amendment and the Lease, the terms of this Third Amendment shall control. This Third Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

This Third Amendment is executed as of the date first above written.

**LESSOR:**

**DOUGLAS H. JONES**

By: 

**LESSEE:**

**NEW CINGULAR WIRELESS PCS,  
LLC**, a Delaware Limited Liability  
Company

By: CCATT LLC, a Delaware limited  
liability company

Its: Attorney In Fact

By: 

Name: Sabrina Hunter

Title: Real Estate Manager



**Exhibit "A"**

**Legal Description of Premises**

THAT PORTION OF LOT 27 OF WINTERTON TRACT, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3 OF RECORD OF SURVEYS, AT PAGE 21, IN THE OFFICE OF THE FRESNO COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 17, 2011 AS DOCUMENT NO. 2011-0108586, WITH THE EAST LINE OF THE WEST 12 FEET OF SAID LOT 27;

THENCE N 00°37'30" E, A DISTANCE OF 97.22 FEET;  
THENCE S 89°03'04" E, A DISTANCE OF 50.00 FEET;  
THENCE S 00°37'30" W, A DISTANCE OF 97.22 FEET TO SAID SOUTH LINE;  
THENCE N 89°03'04" W, ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION OF SAID LOT 27;

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 17, 2011 AS DOCUMENT NO. 2011-0108586, WITH THE EAST LINE OF THE WEST 12 FEET OF SAID LOT 27;

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THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 49.86 FEET;  
THENCE S 00°37'58" W, A DISTANCE OF 7.94 FEET TO A POINT ON SAID SOUTH LINE;  
THENCE N 89°03'04" W, ALONG SAID SOUTH LINE, A DISTANCE OF 1.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,800 SQUARE FEET (0.11 ACRES), MORE OR LESS.

THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2007, ZONE 4. DIVIDE DISTANCES BY 0.99993543 TO OBTAIN GROUND DISTANCES.

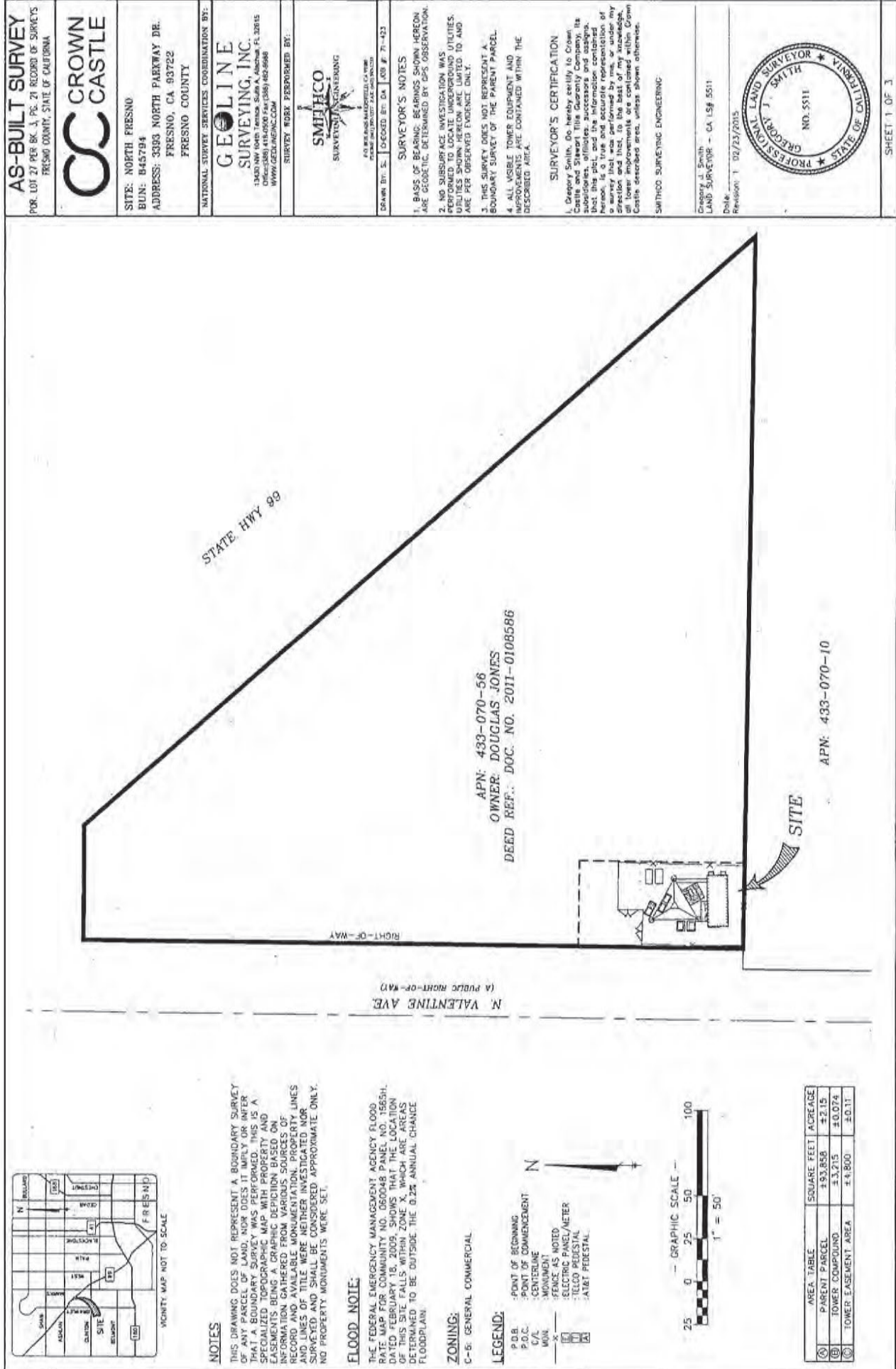
APN: 433-070-56

OWNER(S): DOUGLAS JONES

DEED REFERENCE: DOCUMENT NO. 2011-0108586

**Exhibit "B"**


**As-Built Survey of Premises**









PARENT PROPERTY DESCRIPTION (AS PROVIDED BY CLIENT): NEED TITLE REPORT OR DEED		AS-BUILT SURVEY PDR LOT 27 PER BK. 1 PG. 21 RECORD OF SURVEYS FRESNO COUNTY, STATE OF CALIFORNIA	
LOWER EASEMENT AREA DESCRIPTION (PREPARED BY THIS OFFICE): THAT PORTION OF LOT 27 OF WINTERTON TRACT, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3 OF RECORD OF SURVEYS, AT PAGE 21, IN THE OFFICE OF THE FRESNO COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 17, 2011 AS DOCUMENT NO. 2011-0108586, WITH THE EAST LINE OF THE WEST 12 FEET OF SAID LOT 27; THENCE NORTH 00°37'30" EAST, A DISTANCE OF 97.22 FEET; THENCE SOUTH 88°03'04" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°37'30" WEST, A DISTANCE OF 97.22 FEET TO SAID SOUTH LINE; THENCE NORTH 88°03'04" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION OF SAID LOT 27:  BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 17, 2011 AS DOCUMENT NO. 2011-0108586, WITH THE EAST LINE OF THE WEST 12 FEET OF SAID LOT 27; THENCE NORTH 00°37'30" EAST, A DISTANCE OF 57.76 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 832.50 FEET AND A CENTRAL ANGLE OF 03°25'53" AND TO WHICH A RADIAL LINE BEARS NORTH 87°12'00" EAST; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 49.86 FEET; THENCE SOUTH 00°37'30" WEST, A DISTANCE OF 7.84 FEET TO A POINT ON SAID SOUTH LINE; THENCE NORTH 88°03'04" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1.48 FEET TO THE POINT OF BEGINNING. CONTAINING 4.800 SQUARE FEET (0.11 ACRES), MORE OR LESS.  THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2007, ZONE 4, DIVIDE DISTANCES BY 0.99993543 TO OBTAIN GROUND DISTANCES. APR: 433-070-56 OWNER(S): DOUGLAS JONES DEED REFERENCE: DOCUMENT NO. 2011-0108586		CROWN CASTLE SITTE: NORTH FRESNO RUN: 845794 ADDRESS: 3380 NORTH PARKWAY DR. FRESNO, CA 93722 FRESNO COUNTY  NATIONAL SURVEY SERVICES COORDINATION BY:  GEO LINE SURVEYING, INC. 13030 VAN LAM, Fresno, CA 93727 Office: (209) 416-5200 Fax: (209) 462-2646 WWW.GEOLINEINC.COM  SURVEY WORK PERFORMED BY:  SMITHCO SURVEYING ENGINEERING 170 WEST LAND AUCTIONEERS, CALIFORNIA FRESNO, CALIFORNIA 93701 CHECKED BY: DA 208 P. 71-423	
		SURVEYOR'S NOTES 1. BASIS OF BEARING, BEARINGS SHOWN HEREON ARE GEODETIC, DETERMINED BY GPS OBSERVATION. 2. NO SUBSURFACE INVESTIGATION WAS CONDUCTED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY. 3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL. 4. ALL VISIBLE TOWER EQUIPMENT AND OBSTRUCTIONS ARE CONTAINED WITHIN THE DESCRIBED AREA.  SURVEYOR'S CERTIFICATION I, Gregory Smith, do hereby certify to Crown Castle and State of California that this survey was made in accordance with the provisions of the Surveying and Mapping Act of 1991, and that the information contained hereon is a true and accurate representation of a survey that was performed by me, or under my direct supervision, in accordance with the provisions of the Surveying and Mapping Act of 1991, and that all lower improvements are contained within Crown Castle described area, unless shown otherwise.  SMITHCO SURVEYING ENGINEERING	
		Gregory J. Smith LAND SURVEYOR - CA L&S# 5511 Date: 02/23/2015 Revisions: 1	
			
		SHEET 3 OF 3	

**FRESNO County Recorder**

**Paul Dictos, C.P.A.**

DOC-

2011-0108586-00

**Acct 55-First American Fresno ER**

Wednesday, AUG 17, 2011 08:00:00

Nbr-0003493181

**RGR/R4/1-5**

RECORDING REQUESTED BY:

**Recording Requested by:**

**First American Title**

AND WHEN RECORDED MAIL TO:

DOUGLAS JONES

PO BOX 2

SHAYER LAKE CA 93664-0002

**Forward Tax Statements To:**

### The Address Given Above

3735546

SPACE ABOVE LINE FOR RECORDER'S USE

TS No.: 11-10773-05

Loan No.: \*\*

## TRUSTEE'S DEED UPON SALE

A.P.N.: 433-070-56

Transfer Tax:

"THIS TRANSACTION IS EXEMPT FROM THE REQUIREMENTS OF THE REVENUE AND TAXATION CODE, SECTION 480.3"

**The Grantee Herein was The Foreclosing Beneficiary.**

The Amount of The Unpaid Debt was:

The Amount Paid By The Grantee was:

Said Property is in **THE CITY OF FRESNO**, County of **Fresno**

**WT Capital Lender Services, a California corporation**, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

## Douglas Jones

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **Fresno**, State of California, described as follows:

**PARCEL 1: ALL THAT PORTION OF LOT 27 OF THE WINTERTON TRACT, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3 PAGE 21 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 27, WHICH IS 457.04 FEET SOUTH OF THE NORTHERLY CORNER OF SAID LOT; THENCE AT RIGHT ANGLE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 398.47 FEET TO THE EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT; THENCE, NORTHWESTERLY ALONG THE SAID EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT, A DISTANCE OF 299.715 FEET; THENCE SOUTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.**

EXCEPTING THEREFROM THAT PORTION LYING NORTHWEST OF THE SOUTHWEST LINE OF THE RIGHT OF WAY DEEDED TO THE STATE OF CALIFORNIA BY DEED DATED FEBRUARY 28, 1936 AND RECORDED APRIL 8, 1936 IN BOOK 1482 PAGE 337 OF OFFICIAL RECORDS;



## TRUSTEE'S DEED UPON SALE

TS No.: 11-10773-05

Loan No.: \*\*

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, BY DEED DATED OCTOBER 24, 1947 AND RECORDED NOVEMBER 26, 1947 IN BOOK 2282 PAGE 277 OF OFFICIAL RECORDS, DOCUMENT NO. 59409;

ALSO EXCEPTING THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, BY DEED DATED APRIL 11, 1958, RECORDED JULY 24, 1958 IN BOOK 4093 PAGE 397 OF OFFICIAL RECORDS, DOCUMENT NO. 46867, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE LAND DESCRIBED IN THE DEED TO THEODORE MARK ARIAN, ET AL, RECORDED OCTOBER 15, 1956 IN BOOK 3832 PAGE 322 OF OFFICIAL RECORDS WITH A LINE PARALLEL WITH AND 106 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE DEPARTMENT OF PUBLIC WORKS 1956 SURVEY FROM PRINCETON AVENUE TO MADERA COUNTY LINE, ROAD VI-FRE-4-C SAID INTERSECTION BEING AT COORDINATES Y=529522.102 FEET AND X=1750671.796 FEET; THENCE (1) ALONG SAID NORTH LINE, NORTH 89 DEG. 43' 35" WEST, 18.64 FEET TO A LINE PARALLEL WITH AND 120 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE; THENCE (2) ALONG LAST SAID PARALLEL LINE NORTH 41 DEG. 01' 56" WEST, 167.40 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DECREE OF DISTRIBUTION TO ROY L. PRICE, ET AL, RECORDED MARCH 1, 1949 IN BOOK 2724 PAGE 387 OF OFFICIAL RECORDS; THENCE (3) ALONG SAID SOUTHEASTERLY LINE NORTH 42 DEG. 50' 24" EAST, 14.08 FEET TO THE FIRST SAID PARALLEL LINE; THENCE (4) ALONG FIRST SAID PARALLEL LINE, SOUTH 41 DEG. 01' 56" EAST, 181.20 FEET TO THE POINT OF BEGINNING.

PARCEL 2: THAT PORTION OF LOT 27, WINTERTON TRACT, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED JULY 10, 1905 IN BOOK 3 PAGE 21 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 27 AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 457.04 FEET; THENCE AT A RIGHT ANGLE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 398.47 FEET TO THE EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SAID EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT, A DISTANCE OF 599.43 FEET TO THE POINT OF COMMENCEMENT;

EXCEPT THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 27, WHICH IS 457.04 FEET SOUTH OF THE NORTHERLY CORNER OF SAID LOT; THENCE AT RIGHT ANGLE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 398.47 FEET TO THE EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SAID EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT, A DISTANCE OF 299.715 FEET; THENCE SOUTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THAT PORTION LYING NORTHEAST OF THE SOUTHWEST LINE OF THE RIGHT OF WAY DEEDED TO THE STATE OF CALIFORNIA ON FEBRUARY 28, 1936 FOR STATE HIGHWAY;

ALSO EXCEPT THAT PORTION DEEDED TO THE STATE OF CALIFORNIA BY DEED DATED AUGUST 29, 1947 IN BOOK 2570 PAGE 482 OF OFFICIAL RECORDS, DOCUMENT NO. 57731;



## TRUSTEE'S DEED UPON SALE

TS No.: 11-10773-05

Loan No.: \*\*

ALSO EXCEPTING THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, BY DEED DATED APRIL 4, 1958 AND RECORDED JULY 17, 1958 IN BOOK 4090 PAGE 497 OF OFFICIAL RECORDS, DOCUMENT NO. 45360 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT WITH A LINE PARALLEL WITH AND 106 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE DEPARTMENT OF PUBLIC WORKS 1956 SURVEY FROM PRINCETON AVENUE TO MADERA COUNTY LINE, ROAD VI-ERE-4-C, SAID INTERSECTION BEING AT COORDINATES Y=529799.711 FEET AND X=1750430.200 FEET; THENCE (1) ALONG SAID PARALLEL LINE, SOUTH 41 DEG. 01' 56", 186.84 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO ROY L. PRICE, ET UX, RECORDED FEBRUARY 26, 1944 IN BOOK 2158 PAGE 44 FRESNO COUNTY OFFICIAL RECORDS; THENCE (2) ALONG SAID NORTHWESTERLY LINE, SOUTH 42 DEG. 50' 24" WEST, 14.08 FEET TO A LINE PARALLEL WITH AND 120 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE; THENCE (3) ALONG LAST SAID PARALLEL LINE, NORTH 41 DEG. 01' 56" WEST, 53.57 FEET; THENCE (4) NORTH 89 DEG. 22' 30" WEST, 79.12 FEET TO SAID WEST LINE; THENCE (5) ALONG SAID WEST LINE, NORTH 0 DEG. 37' 30" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3: THE NORTH 95 FEET MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 27, WINTERTON TRACT, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 21 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID LOT 27, DISTANT THEREON, NORTHERLY 340 FEET FROM THE SOUTHWEST CORNER THEREOF; RUNNING THENCE PARALLEL WITH THE SOUTH LINE OF SAID LOT 27 EASTERLY 599 FEET TO THE SOUTHWESTERN LINE OF STATE HIGHWAY 99, AS SAID HIGHWAY EXISTED ON JANUARY 22, 1953, BEING THE DATE OF THE DEED FROM JOSEPH H. TUCKER AND WIFE, TO HAROLD T. LAWRENCE AND WIFE, RECORDED FEBRUARY 5, 1953 IN BOOK 3260 PAGE 573 OF OFFICIAL RECORDS, RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWESTERN LINE OF SAID HIGHWAY 364.45 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 27, 350 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 27; THENCE SOUTHERLY ALONG SAID LAST NAMED LINE 280 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, RECORDED JUNE 5, 1958 IN BOOK 4075 PAGE 473 OF OFFICIAL RECORDS, DOCUMENT NO. 36428.

PARCEL 4: THAT PORTION OF LOT 27 OF WINTERTON TRACT, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3 PAGE 21 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 27; THENCE NORTH 0 DEG. 13' EAST ALONG THE WEST LINE OF SAID LOT, 613.63 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN DEED TO HAROLD T. LAWRENCE, ET UX, RECORDED FEBRUARY 5, 1953 IN BOOK 3260 PAGE 573 OF OFFICIAL RECORDS, AS THE TRUE POINT OF BEGINNING; THENCE



**TRUSTEE'S DEED UPON SALE**

TS No.: 11-10773-05

Loan No.: \*\*

**NORTH 0 DEG. 13' EAST CONTINUING ALONG THE WEST LINE OF SAID LOT 127.07 FEET TO A MONUMENT WHICH IS 457.04 FEET FROM THE NORTH CORNER OF SAID LOT 27; THENCE NORTH 89 DEG. 38' 52" EAST 244.68 FEET TO THE SOUTHWESTERLY LINE OF THE STATE HIGHWAY 99, AS SAID HIGHWAY EXISTED ON JANUARY 22, 1953; THENCE SOUTH 41 DEG. 30' 45" EAST ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY 170.82 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND OF HAROLD T. LAWRENCE ABOVE REFERRED TO; THENCE SOUTH 89 DEG. 50' WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND OF HAROLD T. LAWRENCE, 358.63 FEET TO THE TRUE POINT OF BEGINNING.**

**EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

**BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND DESCRIBED IN THE DEED TO THEODORE MARKARIAN, ET AL RECORDED OCTOBER 15, 1956 IN BOOK 3832 PAGE 322 OF OFFICIAL RECORDS, WITH A LINE PARALLEL WITH AND 106 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE DEPARTMENT OF PUBLIC WORKS 1956 SURVEY FROM PRINCETON AVENUE TO MADERA COUNTY LINE; ROAD VI-FRE-4-C, SAID INTERSECTION BEING AT COORDINATES Y=529393.560 FEET AND X=1750783.663 FEET; THENCE (1) ALONG SAID SOUTH LINE, NORTH 89 DEG. 43' 35" WEST 18.64 FEET TO A LINE PARALLEL WITH AND 120 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE; THENCE (2) ALONG LAST SAID PARALLEL LINE, NORTH 41 DEG. 01' 56" WEST, 170.42 FEET TO THE SOUTH LINE OF THE LAND DESCRIBED IN THE DEED TO ROY L. PRICE, ET UX, RECORDED FEBRUARY 26, 1944 IN BOOK 2158 PAGE 44, OFFICIAL RECORDS; THENCE (3) ALONG LAST SAID SOUTH LINE, SOUTH 89 DEG. 43' 35" EAST, 18.64 FEET TO THE FIRST SAID PARALLEL LINE; THENCE (4) ALONG FIRST SAID PARALLEL LINE, SOUTH 41 DEG. 01' 56" EAST, 170.42 FEET TO THE POINT OF BEGINNING; AS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED OCTOBER 22, 1958 IN BOOK 4127 PAGE 125 OF OFFICIAL RECORDS, DOCUMENT NO. 68523.**

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **Vsb Investments, Inc.**, a California corporation as Trustor, dated 10/11/2006 and recorded on 10/13/2006, as Instrument No. **2006-0220076**, in Book \*\*, Page \*\*, of Official Records in the Office of the Recorder of **Fresno** County, California (hereinafter "Deed of Trust"), under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Default and Election to Sell under the Deed of Trust. Trustee has complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

All requirements per California Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on 8/8/2011. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \_\_\_\_\_ in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

# TRUSTEE'S DEED UPON SALE

TS No.: 11-10773-05

Loan No.: \*\*

In witness thereof, **WT Capital Lender Services, a California corporation**, as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

Date: August 8, 2011

**WT CAPITAL LENDER SERVICES, a California corporation**

By: Kathleen Kiene  
**KATHLEEN KIENE, Vice President**

State of California } ss.  
County of Fresno }

On 8/8/2011, before me, Faye DeManby, Notary Public, personally appeared **KATHLEEN KIENE** 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 or California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Faye DeManby  
**Faye DeManby**





Trustee's No. INT/1008 (B) MFC  
 Order No. 3813660 *MS*  
 Escrow No.  
 Loan No. INT/1008(B)



FRESNO County Recorder  
 Robert C. Werner

**DOC- 2008-0156884**

Acct 5-First American Title Insurance Company  
 Monday, NOV 10, 2008 08:00:00

Nbr-0002878573  
 GSF/R7/1-5

WHEN RECORDED MAIL TO:

Interbranch Inc.  
 2222 N. State College Blvd.  
 Fullerton, CA 92869

RECORDING REQUESTED BY  
 FIRST AMERICAN TITLE INSURANCE COMPANY

DOCUMENTARY TRANSFER TAX

SPACE ABOVE THIS LINE FOR RECORDER'S USE

☒ X...Grantee was the foreclosing beneficiary; consideration  
 unpaid debt \_\_\_\_\_; nonexempt amount \_\_\_\_\_  
☐ .....Computed on the consideration or value of property conveyed.  
☒ X...Computed on the consideration or value less liens or encumbrances  
 remaining at time of sale.

Signature of Declarant or Agent

AP# 433-070-56

## TRUSTEE'S DEED UPON SALE

Mortgage Income Service, a California Corporation, (herein called Trustee) does hereby grant and convey, but without covenant or warranty, express or implied, to

Mortgage Income Fund, a California Corporation

RECORDING REQUESTED BY  
 FIRST AMERICAN TITLE COMPANY  
 AS AN ACCOMMODATION ONLY

(herein called Grantee) the real property in the City of Fresno, County of Fresno, State of California, described as follows:

See attached legal description marked "Exhibit A"  
 Commonly known as: 3393 N. Parkway Drive, Fresno, CA 93722

This conveyance is made pursuant to the authority and powers vested in said Trustee, as Trustee, under that certain Deed of Trust executed by VSB INVESTMENTS INC., A CALIFORNIA CORPORATION, Trustor, recorded MAY 29, 2007, as Instrument No. 2007-0104213, in the Official Records in the Office of the Recorder of FRESNO County, California; and pursuant to the Notice of Default recorded JULY 3, 2008, as Instrument No. 2008-0096018, in the Official Records of said County, Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by said Deed of Trust, including, among other things, as applicable, the mailing of copies of notices or the publication of a copy of the notice of default or the personal delivery of the copy of the notice of default or the posting of copies of the notice of sale or the publication of a copy thereof.

At the time and place fixed in the Notice of Trustee's Sale, said Trustee did sell said property above described at public auction on 10/30/2008 to said Grantee, being the highest bidder therefor, for \$ \_\_\_\_\_ cash, lawful money of the United States.

MAIL TAX STATEMENTS TO:

Interbranch Inc.  
 2222 N. State College Blvd.  
 Fullerton, CA 92869

(continued on next page)

Dated November 4, 2008

MORTGAGE INCOME SERVICE, A CALIFORNIA CORPORATION

STATE OF CALIFORNIA  
COUNTY OF ORANGE

)  
) ss  
)

By

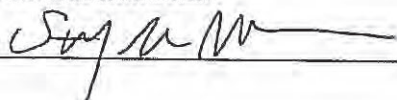
  
Mark Zane Freilich, President

On November 4, 2008 before me, Stefanie K. Warren, a notary public, personally appeared Mark Zane Freilich, 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 executed the same in his authorized capacity, and that by his 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





(This area for official notarial seal)



*EXHIBIT "A"***LEGAL DESCRIPTION**

Real property in the City of FRESNO, County of FRESNO, State of California, described as follows:

**PARCEL A**

ALL THAT PORTION OF LOT 27 OF THE WINTERTON TRACT, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 21 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 27, WHICH IS 457.04 FEET SOUTH OF THE NORTHERLY CORNER OF SAID LOT; THENCE AT RIGHT ANGLE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 398.47 FEET TO THE EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SAID EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT, A DISTANCE OF 299.715 FEET, THENCE SOUTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PORTION LYING NORTHWEST OF THE SOUTHWEST LINE OF THE RIGHT OF WAY DEEDED TO THE STATE OF CALIFORNIA BY DEED DATED FEBRUARY 28, 1935 AND RECORDED APRIL 8, 1936 IN BOOK 1432, PAGE 337 OF OFFICIAL RECORDS;

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, BY DEED DATED OCTOBER 24, 1947 AND RECORDED NOVEMBER 26, 1947 IN BOOK 2282, PAGE 277 OF OFFICIAL RECORDS, DOCUMENT NO. 59409;

ALSO EXCEPTING THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, BY DEED DATED APRIL 11, 1958, RECORDED JULY 24, 1958 IN BOOK 4093, PAGE 397 OF OFFICIAL RECORDS, DOCUMENT NO. 46867, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE LAND DESCRIBED IN THE DEED TO THEODORE MARK ARIAN, ET AL, RECORDED OCTOBER 15, 1956 IN BOOK 3832, PAGE 322 OF OFFICIAL RECORDS WITH A LINE PARALLEL WITH AND 106 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE DEPARTMENT OF PUBLIC WORKS 1956 SURVEY FROM PRINCETON AVENUE TO MADERA COUNTY LINE, ROAD VI-FRE-4-C SAID INTERSECTION BEING AT COORDINATES Y=529522.102 FEET AND X=1750671.796 FEET; THENCE (1) ALONG SAID NORTH LINE, NORTH 89° 43' 35" WEST, 18.64 FEET TO A LINE PARALLEL WITH AND 120 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE; THENCE (2) ALONG LAST SAID PARALLEL LINE NORTH 41° 01' 56" WEST, 167.40 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DECREE OF DISTRIBUTION TO ROY L. PRICE, ET AL, RECORDED MARCH 1, 1949 IN BOOK 2724, PAGE 387 OF OFFICIAL RECORDS; THENCE (3) ALONG SAID SOUTHEASTERLY LINE NORTH 42° 50' 24" EAST, 14.08 FEET TO THE FIRST SAID PARALLEL LINE; THENCE (4) ALONG FIRST SAID PARALLEL LINE, SOUTH 41° 01' 56" EAST, 181.20 FEET TO THE POINT OF BEGINNING.

**PARCEL B**

THAT PORTION OF LOT 27, WINTERTON TRACT, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED JULY 10, 1905 IN BOOK 3, PAGE 21 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:



Order Number: 1004-2782530-A

Page Number: 7

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 27 AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 457.04 FEET; THENCE AT A RIGHT ANGLE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 398.47 FEET TO THE EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SAID EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT, A DISTANCE OF 599.43 FEET TO THE POINT OF COMMENCEMENT;

EXCEPT THE THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 27, WHICH IS 457.04 FEET SOUTH OF THE NORTHERLY CORNER OF SAID LOT; THENCE AT RIGHT ANGLE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 398.47 FEET TO THE EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SAID EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT, A DISTANCE OF 299.715 FEET; THENCE SOUTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THAT PORTION LYING NORTHEAST OF THE SOUTHWEST LINE OF THE RIGHT OF WAY DEEDED TO THE STATE OF CALIFORNIA ON FEBRUARY 28, 1936 FOR STATE HIGHWAY;

ALSO EXCEPT THAT PORTION DEEDED TO THE STATE OF CALIFORNIA BY DEED DATED AUGUST 29, 1947 IN BOOK 2570, PAGE 482 OF OFFICIAL RECORDS, DOCUMENT NO. 57731;

ALSO EXCEPTING THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, BY DEED DATED APRIL 4, 1958 AND RECORDED JULY 17, 1958 IN BOOK 4090, PAGE 497 OF OFFICIAL RECORDS, DOCUMENT NO. 45360 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT WITH A LINE PARALLEL WITH AND 106 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE DEPARTMENT OF PUBLIC WORKS 1956 SURVEY FROM PRINCETON AVENUE TO MADERA COUNTY LINE, ROAD VI-ERE-4-C, SAID INTERSECTION BEING AT COORDINATES Y=529799.711 FEET AND X=1750430.200 FEET; THENCE (1) ALONG SAID PARALLEL LINE, SOUTH 41° 01' 56", 186.84 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO ROY L. PRICE, ET UX, RECORDED FEBRUARY 26, 1944 IN BOOK 2158, PAGE 44 FRESNO COUNTY OFFICIAL RECORDS; THENCE (2) ALONG SAID NORTHWESTERLY LINE, SOUTH 42° 50' 24" WEST, 14.08 FEET TO A LINE PARALLEL WITH AND 120 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE; THENCE (3) ALONG LAST SAID PARALLEL LINE, NORTH 41° 01' 56" WEST, 53.57 FEET; THENCE (4) NORTH 89° 22' 30" WEST, 79.12 FEET TO SAID WEST LINE; THENCE (5) ALONG SAID WEST LINE, NORTH 0° 37' 30" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

PARCEL C

THE NORTH 95 FEET MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 27, WINTERTON TRACT, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 21 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID LOT 27, DISTANT THEREON, NORTHERLY 340 FEET FROM THE SOUTHWEST CORNER THEREOF; RUNNING THENCE PARALLEL WITH THE SOUTH LINE OF SAID LOT 27 EASTERLY 599 FEET TO THE SOUTHWESTERN LINE OF STATE HIGHWAY 99, AS SAID HIGHWAY EXISTED ON JANUARY 22, 1953, BEING THE DATE OF THE DEED FROM JOSEPH H. TUCKER AND WIFE, TO HAROLD T. LAWRENCE AND WIFE, RECORDED FEBRUARY

4



Order Number: 1004-2782530-A

Page Number: 8

5,1953 IN BOOK 3260, PAGE 573 OF OFFICIAL RECORDS, RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWESTERN LINE OF SAID HIGHWAY 364.45 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 27, 350 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 27; THENCE SOUTHERLY ALONG SAID LAST NAMED LINE 280 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, RECORDED JUNE 5, 1958 IN BOOK 4075, PAGE 473 OF OFFICIAL RECORDS, DOCUMENT NO. 36428.

PARCEL D

THAT PORTION OF LOT 27 OF WINTERTON TRACT, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 21 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 27; THENCE NORTH 0° 13' EAST ALONG THE WEST LINE OF SAID LOT, 613.63 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN DEED TO THE TRACT OF LAND DESCRIBED IN DEED TO HAROLD T. LAWRENCE, ET UX, RECORDED FEBRUARY 5, 1953 IN BOOK 3260, PAGE 573 OF OFFICIAL RECORDS, AS THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 13' EAST CONTINUING ALONG THE WEST LINE OF SAID LOT 127.07 FEET TO A MONUMENT WHICH IS 457.04 FEET FROM THE NORTH CORNER OF SAID LOT 27; THENCE NORTH 89° 38' 52" EAST 244.68 FEET TO THE SOUTHWESTERLY LINE OF THE STATE HIGHWAY 99, AS SAID HIGHWAY EXISTED ON JANUARY 22, 1953; THENCE SOUTH 41° 30' 45" EAST ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY 170.82 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND OF HAROLD T. LAWRENCE ABOVE REFERRED TO; THENCE SOUTH 89° 50' WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND OF HAROLD T. LAWRENCE, 358.63 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND DESCRIBED IN THE DEED TO THEODORE MARKARIAN, ET AL RECORDED OCTOBER 15, 1956 IN BOOK 3832, PAGE 322 OF OFFICIAL RECORDS, WITH A LINE PARALLEL WITH AND 106 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE DEPARTMENT OF PUBLIC WORKS 1956 SURVEY FROM PRINCETON AVENUE TO MADERA COUNTY LINE; ROAD VI-FRE-4-C, SAID INTERSECTION BEING AT COORDINATES Y=529393.560 FEET AND X=1750783.663 FEET; THENCE (1) ALONG SAID SOUTH LINE, NORTH 89° 43' 35" WEST 18.64 FEET TO A LINE PARALLEL WITH AND 120 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE; THENCE (2) ALONG LAST SAID PARALLEL LINE, NORTH 41° 01' 56" WEST, 170.42 FEET TO THE SOUTH LINE OF THE LAND DESCRIBED IN THE DEED TO ROY L. PRICE, ET UX, RECORDED FEBRUARY 26, 1944 IN BOOK 2158, PAGE 44, OFFICIAL RECORDS; THENCE (3) ALONG LAST SAID SOUTH LINE, SOUTH 89° 43' 35" EAST, 18.64 FEET, TO THE FIRST SAID PARALLEL LINE; THENCE (4) ALONG FIRST SAID PARALLEL LINE, SOUTH 41° 01' 56" EAST, 170.42 FEET TO THE POINT OF BEGINNING; AS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED OCTOBER 22, 1958 IN BOOK 4127, PAGE 125 OF OFFICIAL RECORDS, DOCUMENT NO. 68523.

APN: 433-070-56



RECORDING REQUESTED BY  
Financial Title Company  
AND WHEN RECORDED MAIL TO

Name Vsb Investments ~~XXX~~ INC.  
Street 10532 ACACIA STREET B-1  
Address RANCHO CUCAMONGA CA 91730

City/State  
Zip  
Order No. 44083382-760-DB2

FRESNO County Recorder  
Robert C. Werner  
**DOC- 2006-0220075**

Acct 1-Financial Title Company  
Friday, OCT 13 2006 15:00:12

Nbr-0002324382  
GSF/R7/1-5

(C)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

THE UNDERSIGNED GRANTOR(s) DECLARE(s):

City of FRESNO or ☐ Unincorporated Area

City Conveyance Tax is \$

Parcel No. 433-070-56

Documentary Transfer Tax is

☒ computed on full value of interest or property conveyed, or  
☐ full value less value of liens or encumbrances remaining at  
the time of sale

the undersigned  
Signature of Declarant or Agent Determining Tax/ Firm Name

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
E. Barbara E. Mills BY DECREE OF FINAL DISTRIBUTION RECORDED DECEMBER 14, 1976, DOCUMENT NO.  
hereby GRANT(s) to 11184 OF OFFICIAL RECORDS  
Vsb Investments ~~XXX~~ INC., A CALIFORNIA CORPORATION  
the following real property:  
See Exhibit A attached hereto and made a part hereof.

Dated: September 28, 2006

STATE OF CALIFORNIA

COUNTY OF FRESNO } S.S.On 10-11-06 before me,FORTUNATO GARCIA, NOTARY PUBLIC

Notary Public, personally appeared

E. Barbara E. Mills  
E. Barbara E. Mills

E. BARBARA E. MILLS

personally known to me (or 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.

WITNESS my hand and official seal.

Signature



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City &amp; State



**Exhibit A**

**PARCEL 1:**

ALL THAT PORTION OF LOT 27 OF THE WINTERTON TRACT, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3 PAGE 21 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 27, WHICH IS 457.04 FEET SOUTH OF THE NORTHERLY CORNER OF SAID LOT; THENCE AT RIGHT ANGLE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 398.47 FEET TO THE EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT; THENCE, NORTHWESTERLY ALONG THE SAID EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT, A DISTANCE OF 299.715 FEET; THENCE SOUTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING NORTHWEST OF THE SOUTHWEST LINE OF THE RIGHT OF WAY DEEDED TO THE STATE OF CALIFORNIA BY DEED DATED FEBRUARY 28, 1936 AND RECORDED APRIL 8, 1936 IN BOOK 1482 PAGE 337 OF OFFICIAL RECORDS;

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, BY DEED DATED OCTOBER 24, 1947 AND RECORDED NOVEMBER 26, 1947 IN BOOK 2282 PAGE 277 OF OFFICIAL RECORDS, DOCUMENT NO. 59409;

ALSO EXCEPTING THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, BY DEED DATED APRIL 11, 1958, RECORDED JULY 24, 1958 IN BOOK 4093 PAGE 397 OF OFFICIAL RECORDS, DOCUMENT NO. 46867, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE LAND DESCRIBED IN THE DEED TO THEODORE MARK ARIAN, ET AL, RECORDED OCTOBER 15, 1956 IN BOOK 3832 PAGE 322 OF OFFICIAL RECORDS WITH A LINE PARALLEL WITH AND 106 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE DEPARTMENT OF PUBLIC WORKS 1956 SURVEY FROM PRINCETON AVENUE TO MADERA COUNTY LINE, ROAD VI-FRE-4-C SAID INTERSECTION BEING AT COORDINATES Y=529522.102 FEET AND X=1750671.796 FEET; THENCE (1) ALONG SAID NORTH LINE, NORTH 89 DEG. 43' 35" WEST, 18.64 FEET TO A LINE PARALLEL WITH AND 120 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE; THENCE (2) ALONG LAST SAID PARALLEL LINE NORTH 41 DEG. 01' 56" WEST, 167.40 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DECREE OF DISTRIBUTION TO ROY L. PRICE, ET AL, RECORDED MARCH 1, 1949 IN BOOK 2724 PAGE 387 OF OFFICIAL RECORDS; THENCE (3) ALONG SAID SOUTHEASTERLY LINE NORTH 42 DEG. 50' 24" EAST, 14.08 FEET TO THE FIRST SAID PARALLEL LINE; THENCE (4) ALONG FIRST SAID PARALLEL LINE, SOUTH 41 DEG. 01' 56" EAST, 181.20 FEET TO THE POINT OF BEGINNING.

2



**PARCEL 2:**

THAT PORTION OF LOT 27, WINTERTON TRACT, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED JULY 10, 1905 IN BOOK 3 PAGE 21 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 27 AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 457.04 FEET; THENCE AT A RIGHT ANGLE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 398.47 FEET TO THE EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SAID EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT, A DISTANCE OF 599.43 FEET TO THE POINT OF COMMENCEMENT;

EXCEPT THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 27, WHICH IS 457.04 FEET SOUTH OF THE NORTHERLY CORNER OF SAID LOT; THENCE AT RIGHT ANGLE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 398.47 FEET TO THE EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SAID EASTERLY (OR NORTHEASTERLY) LINE OF SAID LOT, A DISTANCE OF 299.715 FEET; THENCE SOUTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THAT PORTION LYING NORTHEAST OF THE SOUTHWEST LINE OF THE RIGHT OF WAY DEEDED TO THE STATE OF CALIFORNIA ON FEBRUARY 28, 1936 FOR STATE HIGHWAY;

ALSO EXCEPT THAT PORTION DEEDED TO THE STATE OF CALIFORNIA BY DEED DATED AUGUST 29, 1947 IN BOOK 2570 PAGE 482 OF OFFICIAL RECORDS, DOCUMENT NO. 57731;

ALSO EXCEPTING THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, BY DEED DATED APRIL 4, 1958 AND RECORDED JULY 17, 1958 IN BOOK 4090 PAGE 497 OF OFFICIAL RECORDS, DOCUMENT NO. 45360 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT WITH A LINE PARALLEL WITH AND 106 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE DEPARTMENT OF PUBLIC WORKS 1956 SURVEY FROM PRINCETON AVENUE TO MADERA COUNTY LINE, ROAD VI-ERE-4-C, SAID INTERSECTION BEING AT COORDINATES Y=529799.711 FEET AND X=1750430.200 FEET; THENCE (1) ALONG SAID PARALLEL LINE, SOUTH 41 DEG. 01' 56", 186.84 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO ROY L. PRICE, ET UX, RECORDED FEBRUARY 26, 1944 IN BOOK 2158 PAGE 44 FRESNO COUNTY OFFICIAL RECORDS; THENCE (2) ALONG SAID NORTHWESTERLY LINE, SOUTH 42 DEG. 50' 24" WEST, 14.08 FEET TO A LINE PARALLEL WITH AND 120 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE; THENCE (3) ALONG LAST SAID PARALLEL LINE, NORTH 41 DEG. 01' 56" WEST, 53.57 FEET; THENCE (4) NORTH 89 DEG. 22' 30" WEST, 79.12 FEET TO SAID WEST LINE; THENCE (5) ALONG SAID WEST LINE, NORTH 0 DEG. 37' 30" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 3:**

THE NORTH 95 FEET MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 27, WINTERTON TRACT, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 21 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID LOT 27, DISTANT THEREON, NORTHERLY 340 FEET FROM THE SOUTHWEST CORNER THEREOF; RUNNING THENCE PARALLEL WITH THE SOUTH LINE OF SAID LOT 27 EASTERLY 599 FEET TO THE SOUTHWESTERN LINE OF STATE HIGHWAY 99, AS SAID HIGHWAY EXISTED ON JANUARY 22, 1953, BEING THE DATE OF THE DEED FROM JOSEPH H. TUCKER AND WIFE, TO HAROLD T. LAWRENCE AND WIFE, RECORDED FEBRUARY 5, 1953 IN BOOK 3260 PAGE 573 OF OFFICIAL RECORDS, RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWESTERN LINE OF SAID HIGHWAY 364.45 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 27, 350 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 27; THENCE SOUTHERLY ALONG SAID LAST NAMED LINE 280 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

3



EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, RECORDED JUNE 5, 1958 IN BOOK 4075  
PAGE 473 OF OFFICIAL RECORDS, DOCUMENT NO. 36428.

**PARCEL 4:**

THAT PORTION OF LOT 27 OF WINTERTON TRACT, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK  
3 PAGE 21 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

4

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 27; THENCE NORTH 0 DEG. 13' EAST ALONG THE WEST LINE OF SAID LOT, 613.63 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN DEED TO HAROLD T. LAWRENCE, ET UX, RECORDED FEBRUARY 5, 1953 IN BOOK 3260 PAGE 573 OF OFFICIAL RECORDS, AS THE TRUE POINT OF BEGINNING; THENCE NORTH 0 DEG. 13' EAST CONTINUING ALONG THE WEST LINE OF SAID LOT 127.07 FEET TO A MONUMENT WHICH IS 457.04 FEET FROM THE NORTH CORNER OF SAID LOT 27; THENCE NORTH 89 DEG. 38' 52" EAST 244.68 FEET TO THE SOUTHWESTERLY LINE OF THE STATE HIGHWAY 99, AS SAID HIGHWAY EXISTED ON JANUARY 22, 1953; THENCE SOUTH 41 DEG. 30' 45" EAST ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY 170.82 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND OF HAROLD T. LAWRENCE ABOVE REFERRED TO; THENCE SOUTH 89 DEG. 50' WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND OF HAROLD T. LAWRENCE, 358.63 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND DESCRIBED IN THE DEED TO THEODORE MARKARIAN, ET AL RECORDED OCTOBER 15, 1956 IN BOOK 3832 PAGE 322 OF OFFICIAL RECORDS, WITH A LINE PARALLEL WITH AND 106 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE DEPARTMENT OF PUBLIC WORKS 1956 SURVEY FROM PRINCETON AVENUE TO MADERA COUNTY LINE; ROAD VI-FRE-4-C, SAID INTERSECTION BEING AT COORDINATES Y=529393.560 FEET AND X=1750783.663 FEET; THENCE (1) ALONG SAID SOUTH LINE, NORTH 89 DEG. 43' 35" WEST 18.64 FEET TO A LINE PARALLEL WITH AND 120 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE; THENCE (2) ALONG LAST SAID PARALLEL LINE, NORTH 41 DEG. 01' 56" WEST, 170.42 FEET TO THE SOUTH LINE OF THE LAND DESCRIBED IN THE DEED TO ROY L. PRICE, ET UX, RECORDED FEBRUARY 26, 1944 IN BOOK 2158 PAGE 44, OFFICIAL RECORDS; THENCE (3) ALONG LAST SAID SOUTH LINE, SOUTH 89 DEG. 43' 35" EAST, 18.64 FEET TO THE FIRST SAID PARALLEL LINE; THENCE (4) ALONG FIRST SAID PARALLEL LINE, SOUTH 41 DEG. 01' 56" EAST, 170.42 FEET TO THE POINT OF BEGINNING; AS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED OCTOBER 22, 1958 IN BOOK 4127 PAGE 125 OF OFFICIAL RECORDS, DOCUMENT NO. 68523.



**Cell Site: NORTH FRESNO**

**Lease ID: N114806**

**Site Address: 3939 WINTERTON TRACT SW CORNER LOT 27, FRESNO, CA 93722**

## **SECOND AMENDMENT TO SITE LEASE AGREEMENT**

THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT ("Amendment") dated as of the date below, by and between E BARBARA MILLS, with an office/residing at 1318 E Shaw, Ste. 180, Fresno, CA 93710 (hereinafter referred to as "Lessor") and NEW CINGULAR WIRELESS PCS, LLC D/B/A CINGULAR WIRELESS, A DELAWARE LIMITED LIABILITY COMPANY (as successor in interest to Fresno Cellular Telephone Company d/b/a Cellular One), having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee entered into a(n) SITE LEASE AGREEMENT dated February 27, 1987; whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 3939 WINTERTON TRACT SW CORNER LOT 27, FRESNO, CA 93722 ("Lease"); and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the term of the Lease; and

WHEREAS, Lessee desires to pay and Lessor agrees to accept rent for the next fifteen (15) years in one lump sum; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. **Term.** All references to the Term of the Lease shall be amended to provide that the Lease has a Term of One Hundred Eighty (180) months ("Initial Term"), commencing on June 1, 2005 and ending on May 31, 2020. The Term will be automatically renewed for up to three (3) additional sixty (60) month terms (the "Extension Term") without further action by Lessee for additional periods of sixty (60) months.

2. **Modification of Rent.** (a) Notwithstanding the terms and conditions of section four (4) of the Lease, Lessee agrees to pay to Lessor, within thirty (30) days of the execution of this Amendment, the amount of ("Fee"), which amount is accepted by Lessor and is agreed by both Lessor and Lessee to be full consideration for all rent to be paid to Lessor from June 1, 2005 and to May 31, 2020 ("Fee End Date"). Lessor acknowledges that no other consideration is required prior to the Fee End Date under the terms of this Lease for payment of rent or other charges, except as specified within other provisions of the Lease.

(b) Commencing on June 1, 2020, the Rent payable under the Lease shall be per month, and shall continue during the Term, subject to adjustment as provided in Exhibit B of the Lease.

3. **Termination.** In the event that Lessee terminates the Lease at any time prior to the Fee End Date, notwithstanding the terms and conditions of paragraph seven (7) of the Lease, no fee for liquidated damages shall be assessed against Lessee.

4. **Notices.** Section fifteen (15) of the Lease is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows. As to Lessee, Cingular Wireless c/o Wireless Asset Management, Cell Site #/Name NORTH FRESNO, P. O. Box 2088, Rancho Cordova, CA 95741-2088; with a copy to Attn.: Legal Department, Re: Cell Site #/Name N114806 / NORTH FRESNO, Cingular Wireless Legal Department, 15 East Midland Avenue, Paramus, NJ 07652; and as to Lessor, E BARBARA MILLS, 1318 E Shaw, Ste. 180, Fresno, CA 93710. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.



5. **Other Terms and Conditions Remain.** The Lease is amended to incorporate all the provisions set forth on Schedule I attached hereto, In the event of any inconsistencies between the Lease and this Amendment and the provisions set forth on Schedule I, the terms of this Amendment and Schedule I shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year first above written.

Lessor:

E BARBARA MILLS

By: E Barbara Mills

Name: \_\_\_\_\_

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

Tax Id \_\_\_\_\_

Lessee:

NEW CINGULAR WIRELESS PCS, LLC D/B/A  
CINGULAR WIRELESS, A DELAWARE LIMITED  
LIABILITY COMPANY

By: [Signature]

Name: Jon E Morris

Title: Dir./Strategic R.E. Initiatives

Date: 5/19/05

**SCHEDULE I**

**To**

**LEASE AGREEMENT**

**Additional Lease Terms and Conditions**

The Lease is amended to include the following terms and conditions:

~~**Expansion of the Premises:** Lessor grants Lessee the right, to the extent practicable and on a space available basis, to enlarge the Premises or to make space available on the Property for Lessee so that Lessee may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communication Facility or to any equipment related thereto, or for any other reasons, as determined by Lessee in its sole discretion.~~

**Expansion of Permitted Use:** Lessor hereby agrees, at the direction of Lessee, to allow the Lessee to modify, supplement, replace, upgrade, expand or refurbish the equipment related to the Communications Facility, increase the number of antennas thereon or relocate the Communications Facility within the Leased Premises at any time during the term of this Lease, and Lessor shall cooperate with Lessee in all respects in connection with the foregoing. If Lessor does not comply with the terms of this section, Lessee may terminate this Lease and shall have no further liability to Lessor.

*Initials*  
*EBM*  
*Initial*

*EBM*

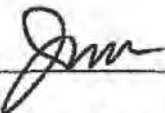
CINGULAR ACKNOWLEDGEMENT

STATE OF WASHINGTON

COUNTY OF KING

On the 19th day of May, 2005, before me personally appeared Jon Morris, and acknowledged under oath that he is the Director, Strategic Real Estate Initiatives, of New Cingular Wireless Services PCS, LLC, a Delaware limited liability company, the company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.

In witness whereof, the parties have signed this Agreement as of the date written above.

  
By: Jon E Morris  
Title: Director, Strategic Real Estate Initiatives



Notary Public   
My Commission Expires: 6-23-08



**AMENDMENT TO LEASE AGREEMENT**

This Amendment to Lease Agreement (this "Amendment") is entered into this 24 day of March, 1989, between E. Barbara Mills, ("Lessor") and Fresno Cellular Telephone Company dba Cellular One ("Lessee"), and amends that certain Lease Agreement (the "Lease Agreement") entered into between Lessor and Lessee on February 27, 1987.

For good and valuable consideration, the parties agree as follows:

1. That Section 4a of the Lease Agreement is hereby amended in order to permit Lessee to make rental payments in quarterly installments rather than monthly as provided in the Lease Agreement.

Section 4a, as amended, shall read as follows:

Rent shall be payable in advance on the first day of each quarter (three-month period) at Lessor's address as specified in Paragraph 15. If the Lease Agreement is terminated at a time other than on the last day of a quarter, Rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Lessee.

2. Except as set forth above, all other terms and provisions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed as of the date first above written.

**LESSOR(s):**

**LESSEE:**

E. Barbara Mills

Fresno Cellular Telephone Co.

By E. Barbara Mills

By Jerry L. Atkins

Its \_\_\_\_\_

Its Director of Operations



## SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("this Lease") is entered into this 27 day of February, 1987 between E. Barbara Mills ("Lessor") and Fresno Cellular Telephone Company dba Cellular One ("Lessee").

For good and valuable consideration, the parties agree as follows:

1. Premises. Lessor hereby leases to Lessee 4,800 square feet of property ("the Premises") owned by Lessor and contained within the property described on Exhibit A attached hereto ("the Property"), subject to the terms and conditions of this Lease and such additional terms and conditions, if any, set forth in Exhibit B attached hereto and incorporated herein by reference.

2. Use. The property is to be used by Lessee for the transmission and reception of communications and signals in any and all frequencies allowed by law or which may be allowed by law in the future and for the construction of necessary facilities, towers, antennas, or buildings.

3. Term. This Lease shall be for a period of 5 years, commencing on March 1, 1987 and terminating on February 28, 1992. Lessee shall have the right to extend this Lease for 3 additional 5 - year terms. Exercise of this right shall be by written notice to Lessor at least 90 days prior to termination of the initial or any renewal lease term.

4. Rent.

a. Lessee shall pay Lessor, as rent, the sum of \_\_\_\_\_ Dollars per month ("initial rent"). Rent shall be payable on the first day of each month in advance at such place as may be designated by Lessor, except that rent for the first month has been paid upon execution of this Lease, and Lessor acknowledges receipt of this sum.

b. In the event of termination of this Lease at a time other than the end of one of the specified rental periods, then the rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of rent, all prepaid rent shall be refunded to Lessee or paid on its account.

5. Interference. Lessor shall not use, nor shall Lessor permit its lessees, licensees or invitees to use, any of Lessor's property in any way which interferes with the then existing operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease within a reasonable period of time, Lessee shall have the right to terminate this Lease at Lessee's option.

6. Improvements; Liability; Utilities; Access.

a. Lessee shall have the right to erect and maintain on the Premises an antenna tower and base, and supporting outbuilding for housing of electronic equipment (the "antenna facility"). The antenna facility shall remain the property of Lessee.

b. The antenna facility shall be erected and maintained at the expense of Lessee and at its sole risk. Lessee shall pay for any and all damage to persons as well as to property that may in any manner be caused by the erection or maintenance of the antenna facility, and shall save Lessor harmless from any loss or damage by reason of the erection or maintenance of the antenna facility.



c. Lessor acknowledges that Lessee may be required to supply the Premises with utilities and/or improve the present utility service to the Premises. Lessee shall have the right to install utilities on the Premises and/or to improve the present utilities on the Premises. Lessee shall have the right to permanently place utilities on (or to bring utilities across) the Property in order to service the Premises. Lessor shall execute an easement evidencing this right upon Lessee's request.

d. Lessor shall provide Lessee ingress, egress, and access over the Property to the Premises at all times during this Lease at no additional charge to Lessee.

7. Termination. This Lease may be terminated on 30 days' notice as follows: (a) by either party upon a default of any covenant or term hereof by the other which is not cured within 30 days of receipt of written notice of default; (b) by Lessee if the approval of any agency, board, court, or other governmental authority necessary to construction and/or operation of the antenna facility or Lessee's business cannot be obtained or is not for any reason maintained; (c) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, but not limited to, signal interference; (d) if Lessee's license is revoked, removed or suspended.

8. Taxes. In the event that personal property taxes attributable to the antenna facility are assessed, then Lessee shall pay that part of the said taxes attributable to said antenna facility. Lessor shall pay all real property taxes attributable to the Property.

9. Insurance.

a. Lessee will provide adequate liability insurance and name Lessor as an additional insured on the policy or policies.

b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and, in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

10. Destruction of Premises. If the Premises or Lessee's improvements thereon are destroyed or damaged, Lessee may elect to terminate this Lease as of the date of the damage or destruction by notice given to Lessor in writing not more than 45 days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any prepaid amounts paid by Lessee and attributable to the anticipated term following the date of termination.

11. Condemnation. If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's determination, to render the Premises unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate and be of no further force or effect as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of a threat, or probability of the exercise of power, shall be treated for the purposes of this section as a taking by condemnation.

12. Hold Harmless. Lessee agrees to indemnify Lessor against and hold Lessor harmless from any and all claims arising in any way out of the installation, use, maintenance, repair or removal of Lessee's equipment, with the sole exception of claims arising due to the sole negligence of Lessor, its agents or independent contractors.

13. Right of First Refusal. Prior to selling the Property or any portion thereof, Lessor shall notify Lessee in writing of the sale price offered by a third party. Lessee shall have the first right of refusal to purchase the Property at substantively comparable values and terms upon giving Lessor notice of its exercise of



these refusal rights within 30 days of receipt of Lessor's notice.

14. Disputes. Any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and the CA State arbitration laws. It is agreed that the substantially prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorneys' fees, including fees upon appeal of any judgment or ruling.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor, to: E. Barbara Mills  
3393 N. Parkway Drive  
Fresno, CA 93722

If to Lessee, to: Cellular One  
Attn: Mr. Steve Everett  
1750 Howe Avenue, Suite 102  
Sacramento, CA 95825

with a copy thereof to:

McCaw Communications Companies,  
 Inc. Legal Dept.  
 5808 Lake Washington Boulevard N.E.  
 Kirkland, Washington 98033  
 Attn: Mark R. Hamilton

16. Warranties. Lessor warrants that it has full right, power, and authority to execute this Lease and has good and unencumbered title to the Property. Lessor further covenants that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease and that the Premises are zoned to permit Lessee's use.

17. Successors and Assigns. This Lease shall run with the Property described on Exhibit A. This Lease may be, in whole or in part, assigned by Lessee. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

DATED as of the date first set forth above.

LESSOR:

LESSEE:

E. Barbara Mills

Fresno Cellular Telephone Company

By Barbara Mills

By [Signature]

Its \_\_\_\_\_

Its Chairman

STATE OF Washington )  
 ) ss:  
 County of King )

On this 22<sup>nd</sup> day of June, 1997, before me, a Notary Public in and for the State of Washington, personally appeared James M. Keller, known to me to be the Chairman of Form Cellular Telephone Company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto, if any, is the corporate seal of said corporation.

WITNESS my hand and the official seal affixed the day and year first above written.

Nancy M. Kuntz  
 NOTARY PUBLIC in and for the State of Washington,  
 residing at Bellevue.

My commission expires: 6-9-98

STATE OF \_\_\_\_\_ )  
 ) ss:  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was authorized to execute said instrument and that the seal affixed thereto, if any, is the corporate seal of said corporation.

WITNESS my hand and the official seal affixed the day and year first above written.

\_\_\_\_\_  
 NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
 residing at \_\_\_\_\_.

My commission expires: \_\_\_\_\_



STATE OF CALIFORNIA )  
 ) ss:  
 County of FRESNO )

On this 5th day of March, 1987, before me, a Notary Public in and for the State of Calif., personally appeared E. Barbara Mills, known to me to be the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and the official seal affixed the day and year first above written.



James V. Gregory  
 NOTARY PUBLIC in and for the State of Calif.,  
 residing at Fresno County

My commission expires: Jan. 23, 1989

EXHIBIT A

to the Antenna Site Lease dated Feb. 27, 1987  
between E. Barbara Mills, as Lessor,  
and Fresno Cellular Telephone, as Lessee  
Company dba Cellular One

Fresno Cellular Telephone  
Company

Pursuant to an Antenna Site Lease dated Feb. 27, 1987, dba Cellular One, Lessee, is  
leasing from E. Barbara Mills, Lessor, 4,800 square feet of real property ("the Premises")  
which are a part of the following property owned by Lessor ("the Property"), which Property is legally described  
as follows:

A portion of South West Corner Lot 27, Winterton Tract, located in South one-quarter,  
Section 24, Township 13 South, Range 19 East, Fresno County, California (see  
attached map)

Said tract of land to be more specifically determined by Certificate of Survey  
and to be made a portion of lease herein.

## EXHIBIT B

to the Antenna Site Lease dated Feb. 27, 1987,  
 between E. Barbara Mills, as lessor,  
 and Fresno Cellular Telephone, as Lessee  
Company dba Cellular One

The additional terms or conditions to which the Antenna Site Lease is subject, pursuant to paragraph 4.a. and above, are as follows: 6.a.

1. Increase in Rent Based on Consumer Price Index

The initial rent referred to in Paragraph 4.a. shall be subject to adjustment effective upon term renewal. Rental adjustment at the exercise of each option period shall be as follows:

The Consumer Price Index for all urban consumers for the Fresno area, published by the United States Department of Labor, Bureau of Labor Statistics, as of January 1, 1987 shall be the "beginning index." The same index for January 1 of each year thereafter shall be the "extension index." At the time of accepting the option for an extension index for an additional five-year term, the beginning index shall be compared to the extension index for the previous five years. The increase, if any, for each of these years shall be accumulated and the rent for the new five year term shall be increased at a percentage equal to the accumulative increase between the beginning index and the extension index.

2. Improvements

Additional terms or conditions to which the Site Lease Agreement is subject, pursuant to paragraph 6.a. above, are as follows;

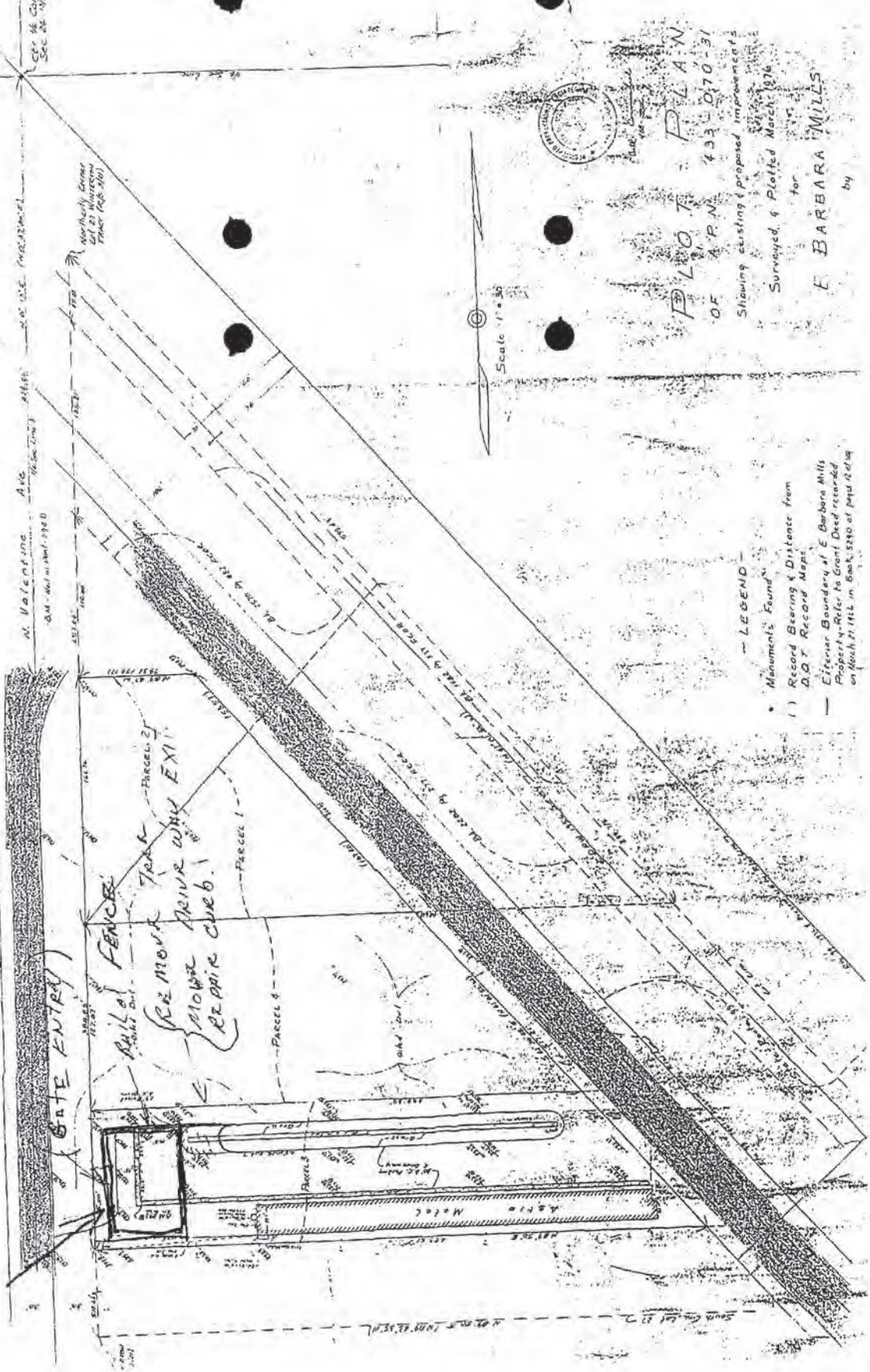
- A. Change in entrance and exit of Astro Motel parking lot.
- B. Removal of tree for moving of entrance and exit
- C. Repair of curb and sidewalk.
- D. Installation of Hurricane fence.
- E. Move Flood Light Pole.

3. Removal of Improvements Upon Termination of Lease

Upon termination of the foregoing lease for any reason at any time, the Lessee shall remove all improvements, including but not limited to one 280 ft. self-supporting tower and one 12 x 30 electronic equipment building and all other improvements placed thereon by Lessee. The removal shall be made by Lessee at its sole cost and expense and the removal shall be completed within 120 days after effective termination date of the lease. After the removal, the land shall be returned to its condition as it was in upon commencement of the lease.



TOWER AND BUILDING IN THIS APPROX. LOCATION



PLOT PLAN  
OF 433, 070-31  
Surveyed & Plotted March 1976  
by F. BARBARA MILLS

- LEGEND —
- Monument's Found
  - ( ) Record Bearing & Distance from D.O.T. Record Maps
  - Eminent Boundary of E. Barbara Mills Property - Refer to Grant Deed recorded on March 21, 1916 in Book 2290 of plat 1000

Certificate Of Completion

Envelope Id: 9AD9B5C8F028433A91F743AF94F92662		Status: Completed
Subject: BU-845794_PLIC-782312_App-584623_West_NORTH FRESNO_City Of Fresno California		
BusinessUnit: 845794		
ApplicationId: 584623		
Area: WTA		
District: SFO		
License: 782312		
Source Envelope:		
Document Pages: 69	Signatures: 1	Envelope Originator: Daniel Thomas at Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Daniel.Thomas@crowncastle.com IP Address: 64.213.130.241
Certificate Pages: 4	Initials: 0	
AutoNav: Enabled		
Envelopeld Stamping: Enabled		
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		

Record Tracking

Status: Original 11/11/2021 5:11:29 PM	Holder: Daniel Thomas at Crown Castle Daniel.Thomas@crowncastle.com	Location: DocuSign
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Signer Events	Signature	Timestamp
Jessica Dernosek Jessica.Dernosek@crowncastle.com Manager, Contract Development Crown Castle International Corp. Signing Group: Crown Manager, Contract Development Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>DocuSigned by: <i>Jessica Dernosek</i> 32804738332C443...</div> Signature Adoption: Pre-selected Style Using IP Address: 64.213.130.241	Sent: 11/16/2021 12:54:37 PM Viewed: 11/16/2021 12:59:18 PM Signed: 11/16/2021 12:59:42 PM

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
Bryon Horn Bryon.Horn@fresno.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/16/2021 12:54:04 PM ID: e2be8979-88c5-4cd3-b490-f68ec3b1898d	<div>VIEWED</div> Using IP Address: 198.200.238.254	Sent: 11/11/2021 5:20:41 PM Viewed: 11/16/2021 12:54:04 PM Completed: 11/16/2021 12:54:05 PM

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Lauren Schwindt Lauren.Schwindt@crowncastle.com General Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/11/2021 5:20:40 PM Viewed: 11/16/2021 1:07:20 PM
Vertical Licensing VerticalDocuSign@crowncastle.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/11/2021 5:20:41 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/11/2021 5:20:13 PM
Certified Delivered	Security Checked	11/16/2021 12:59:18 PM
Signing Complete	Security Checked	11/16/2021 12:59:42 PM
Completed	Security Checked	11/16/2021 12:59:42 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



Parties agreed to: Bryon Horn

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle ("we", "us" or "company") is pleased to announce the use of DocuSign, Inc. ("DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below.

Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

### Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com), requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

### Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com) stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

### Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

### Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

### How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com)

To contact us by paper mail, send correspondence to

Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317

### To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com) and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

### Required hardware and software

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; <b>Note</b> : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
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These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive documents electronically**

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the “I agree” button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.