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LICENSE AGREEMENT

This License Agreement (this "Agreement" or “License”) is entered into effective as of _____("Effective Date"), by the City of Fresno, a municipal corporation, hereafter referred to as “the City," and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, by and through its attorney in fact, CCATT LLC, a Delaware limited liability company, hereafter collectively referred to as "Licensee."

RECITALS

WHEREAS, the City and AT&T Wireless Services of California, Inc. dba AT&T Wireless Services (“Original Licensee”) entered into a License Agreement dated March 26, 1999 (the “Original License”) whereby Original Licensee licensed use of certain real property, together with access and utility rights, located in Fresno County, California from the City (the “Premises”), all located within certain real property owned by the City (the “Property”); and

WHEREAS, New Cingular Wireless PCS, LLC is currently the licensee under the Original License as successor in interest to Original Licensee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Original License had an initial term that commenced on March 26, 1999, and expired on March 25, 2002. The Original License provides for six (6) extensions of three (3) years each, all of which were exercised by Licensee. According to the Original License, the final extension expired on March 25, 2020; and

WHEREAS, the City and Licensee desire to enter into a new License Agreement on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1. GRANT

Subject to the following terms and conditions, the City grants Licensee a license ("License") to use the premises ("Premises"), described in Exhibit "A" attached hereto and incorporated herein by reference. The Premises shown below is approximately 1,030 square feet.

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ARTICLE 2. TERM OF LICENSE

Initial Term

Section 2.01. Unless this License expires earlier or terminates as otherwise provided within this Agreement, the initial term ("Initial Term") of the License shall be for a period of approximately four (4) years, commencing upon the Effective Date and terminating at midnight on July 16, 2029.

Extension

Section 2.02. The Initial Term of this License shall be automatically extended for five (5) successive four (4) year periods, (each extension is referred to as an “Extension Term”) after the Initial Term expires, with the final lease extension expiring on July 16, 2049, unless at least ninety (90) days prior to the expiration of the then current term, either party to this Agreement delivers to the other party written notice of its intent not to extend the respective term, in which case this License shall terminate at the end of the then current term.

All terms, covenants and conditions of this Agreement shall remain in full force and effect during any Extension Terms, except for the license fee which shall be as set forth in Section 3.01.

ARTICLE 3. COMPENSATION

License Fee

Section 3.01. Licensee agrees to annually pay the City on the first day of each year of the Initial Term, a license fee in the amount of Thirty Thousand and 00/100 Dollars ($30,000.00) per year. Licensee agrees to annually pay to the City on the first day of each year of each Extension Term, if any, a license fee in the amount as determined in accordance with the following paragraph.

Commencing on July 17, 2029 and every four (4) years thereafter (each an “Adjustment Date”), the annual license fee shall increase by an amount equal to fifteen percent (15%) of the annual license fee in effect for the year immediately preceding the Adjustment Date.

Licensee will pay to the City a one-time amount of Twenty Thousand and 00/100 Dollars ($20,000.00) for the full execution of this Agreement (and any applicable memorandum of amendment) (“Conditional Signing Bonus”). Licensee will pay to the City the Conditional Signing Bonus within sixty (60) days of the full execution of this Agreement. In the event that this Agreement (and any applicable memorandum of amendment) is not fully executed by both the City and the Licensee for any reason, the Licensee shall have no obligation to pay the Conditional Signing Bonus to the City.

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Place for Payment of License Fee

Section 3.02. All license fee payments that become due and payable under this License shall be paid to the City at the office of CITY OF FRESNO PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT at 2326 Fresno Street, Room 101, Fresno, California 93721-1824, or any other place or places that the City may designate by written notice to Licensee.

ARTICLE 4. USE OF PREMISES

Principal Use

Section 4.01. Such Premises shall, during the life of this License, be used by Licensee for the sole purpose of constructing, installing, maintaining, and operating thereon up to a seventy (70) foot communications tower ("monopole"), antenna, and attendant building (collectively referred to as "Facilities"). Licensee may not use the Premises for any other purpose or business without obtaining City's prior written consent.

Incidental Use

Section 4.02. The License includes the following incidental right to use the Premises, provided that in exercising such right, Licensee must use reasonable care and may not unreasonably increase the burden on the Premises:

Right to access to the Premises and to Licensee's Facilities and equipment placed thereon by Licensee, its agents, independent contractors and employees for the purpose of construction, installation, operation and maintenance of such Facilities, equipment and utility services, provided that Licensee, its agents, independent contractors and employees shall preserve and protect all existing vegetation adjacent to the Premises to the maximum extent possible consistent with the work required, protect from damage all existing improvements, equipment and facilities on or near the Premises and repair or restore any damage to such improvements, equipment and facilities resulting therefrom.

Conditions of Use

Section 4.03. Additional conditions for Licensee's use of the Premises are as follows:

(a) Licensee shall perform, at Licensee's sole cost and expense, signal tests or any other test that is necessary to ensure that placement of the monopole will not interfere with other telecommunication devises in Fresno and vicinity as required by law.

(b) Licensee's equipment shall not interfere with the operation and/or quality of communication of the City's existing equipment. Licensee's equipment shall be placed and configured so as not to interfere with any of the City's facilities and communications located on or off the Premises.

(c) Licensee acknowledges that the City provides public use of the Premises and agrees the City's site operations and public use of the Premises shall take precedence over

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Licensee's use. Licensee shall not use or permit its employees or agents to use the Premises in any way which interferes with the operations of the City and the public use of the Premises.

(d) Licensee shall not use or permit such Premises or any portion of such Premises to be used or occupied in any manner or for any purpose that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county, or local governmental agency, body, or entity. Furthermore, Licensee shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to such Premises on such Premises or any part of such Premises. Nothing herein shall prevent the City from exercising its police power to eliminate nuisances or code violation within its jurisdiction.

Expansion Option

Section 4.04. During the term of the License, Licensee shall have an option ("Option"), exercisable at any time, and from time to time, to lease up to a maximum of four hundred (400) square feet of real property adjacent to the existing Premises at a location mutually agreeable to the City and Licensee ("Additional Premises") on the same terms and conditions set forth in the License. If City and Licensee cannot agree on a location, the City shall have final determination for the location of the Additional Premises. Licensee shall make any reasonable modifications to the parking area impacted by the expansion (for example: curbs, striping, relocating light fixtures, etc.) and if the expansion substantially alters the flow of traffic, Licensee shall make modifications to the parking lot such that it continues to serve it's intended purpose to the greatest extent feasible. If Licensee plans to add any additional trench work across the park outside of the approved footprint or causes any potential environmental impact to the existing infrastructure; Licensee would be responsible to obtain any required conditions or permits; to ensure the safety; as well as to minimize any noise disturbance to surrounding area. Licensee shall request in writing approval from the City prior to making any modifications; such approval shall not be unreasonably withheld. If Licensee elects to exercise the Option, Licensee shall pay the same license fee per square foot for the Additional Premises as the license fee paid per square foot by Licensee for the existing Premises at the time Licensee exercises the Option ("Additional Premises License Fee"). The license fee for the Additional Premises shall be defined as the current license fee divided by the approximate square footage of the Premises (as described in Article 1 above) to obtain the price per square foot. The price per square foot shall be multiplied by the square footage requested; rounded up to the nearest dollar. The Additional Premises License Fee shall be due and payable on the first (1st) day of the second (2nd) full month following commencement of construction activities within the Additional Premises and shall escalate upon the same terms and at the same time as the license fee set forth in Section 3.01. Licensee may exercise the Option for the entire Additional Premises in a single exercise, or may exercise the Option multiple times in increments, by providing written notice to the City at any time (each a "Notice of Exercise"); provided, however, that following Licensee's delivery of the Notice of Exercise to City, Licensee may at any time prior to commencement of construction activities within the Additional Premises withdraw its election to exercise the Option if Licensee discovers or obtains any information of any nature regarding the Additional Premises which Licensee

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determines to be unfavorable in its sole discretion. Licensee shall also have the right to record a Notice of Exercise, substantially in the form attached hereto as Exhibit B. The Notice of Exercise shall not be recorded without the City's written approval; such approval shall not be unreasonably withheld. The Additional Premises, or such portion as identified in the Notice of Exercise, shall become part of the Premises and subject to all terms and conditions of the License, as it may have been amended, effective as of the date of the Notice of Exercise (the "Expansion Date"), whether or not the Notice of Exercise is recorded. Effective upon the Expansion Date, the License shall automatically be amended to include the Additional Premises and Additional Premises Rent without the need for any further documentation.

Eminent Domain

Section 4.05. If the City receives notice of a proposed taking by eminent domain of any part of the land upon which the Premises are situated, the City will notify Licensee of the proposed taking within five (5) days of receiving said notice and Licensee will have the option to: (i) declare this License null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Premises that will not be taken, in which event there shall be an equitable adjustment in the license fee on account of the portion of the Premises so taken. With either option Licensee shall have the right to contest the taking and directly pursue an award.

ARTICLE 5. TAXES AND UTILITIES

Licensee to Pay Taxes

Section 5.01. In addition to the license fees required to be paid hereunder, Licensee shall pay, and Licensee hereby agrees to pay, any and all taxes, including any possessory use tax, assessments, and other charges of any description levied or assessed during the term of this License by any governmental agency or entity on or against Licensee's property on such Premises.

Separate Assessment of Licensed Land

Section 5.02. Licensee agrees to arrange with the taxing authorities to have Licensee's property on such Premises taxed and assessed as a separate interest.

Contest of Tax

Section 5.03. Licensee shall have the right to contest, oppose, or object to the amount or validity of any tax, assessment, or other charge levied on or assessed against Licensee's property on such Premises or Licensee's possessory interest, if any.

Utilities

Section 5.04. Licensee shall pay or cause to be paid and hold the City and the property of the City including such Premises, free and harmless from all charges for the

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furnishing of gas, water, electricity, telephone service, and other public or private utilities and similar services to Licensee at such Premises during the term of this License and for the removal of Licensee's garbage and rubbish from such Premises during the term of this License.

ARTICLE 6. CONSTRUCTION OF FACILITIES

LICENSEE Cost and Expense

Section 6.01. Any Facilities shall be constructed by Licensee at its sole cost and expense.

Compliance with Law and Quality

Section 6.02. The Facilities shall be constructed, and all work performed on such Premises shall be in accordance with all valid laws, ordinances, regulations, and orders of all federal, state, county, or local governmental agencies or entities having jurisdiction over such Premises. The Facilities shall be deemed to have been constructed in full compliance with all valid laws, ordinances, regulations, and orders when a valid final Certificate of Occupancy, entitling Licensee to occupy and use the Facilities, has been duly issued by the proper governmental agencies or entities.

Mechanics' Liens

Section 6.03. At all times during the term of this Agreement, Licensee shall keep such Premises free and clear of any and all liens and claims of liens including, but not limited to liens for labor, services, materials, supplies, or equipment performed on or furnished to such Premises, and if any such liens do attach, Licensee shall promptly cause them to be discharged of record. Failure of Licensee to discharge such liens within thirty (30) days of their attachment shall be cause for the City to terminate this Agreement. Nothing in this section shall be construed as imposing any obligation on Licensee for liens not resulting from Licensee's conduct or activities.

Zoning and Use Permits

Section 6.04. Should it be necessary or appropriate to obtain any use permit, variance, rezoning or other entitlement for use of such Premises in order to construct or operate the Facilities, the City agrees to use its best efforts to cooperate with Licensee in applying for any such documents, petitions, applications, and authorizations as may be necessary or appropriate in obtaining the same, provided, however, that any such permits, variances, rezoning or other entitlements for use shall be obtained and any conditions of issuance shall be performed at the sole cost and expense of Licensee, and Licensee agrees to protect and save the City, and the property of the City, including such Premises, free and harmless from any such cost and expense.

Nothing in this Agreement shall be deemed to imply that the City has agreed or bound itself to approve any entitlement for use of such Premises by Licensee, and the City shall retain

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its full governmental discretion to consider Licensee's land use applications on their merits. Any legally proper denial of a permit or entitlement by the City, shall not be considered a breach of this Agreement and shall not result in any damages accruing to Licensee hereunder nor reimbursement of any portion of any license fee paid.

Ownership of Facilities

Section 6.05. The Facilities placed or erected on such Premises as well as any and all furniture, equipment or other personal property placed in or on such Premises by Licensee shall remain the property of Licensee and upon expiration or sooner termination of this License shall be removed by Licensee at Licensee's sole cost and expense. For purposes of this Agreement, the Facilities or any portion thereof shall constitute trade fixtures which are not, by the manner in which they are affixed, an integral part of the Premises.

ARTICLE 7. REPAIRS AND RESTORATION

Maintenance

Section 7.01. At all times during the term of this License, Licensee shall, at Licensee's own cost and expense, keep and maintain Licensee's equipment and Facilities now or hereafter on such Premises in good order and repair and in a safe and clean condition. Licensee, at Licensee's own cost and expense, shall be entitled to reconstruct and restore the Facilities erected and installed on such Premises in the event such improvements are damaged or destroyed.

Requirements of Governmental Agencies

Section 7.02. At all times during the term of this License, Licensee, at Licensee's own cost and expense, shall:

(a) Make all alterations, additions, or repairs to its building and the monopole on such Premises, or to the underlying property, as required by any valid law, ordinance, statute, regulation, or permit now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity;

(b) Observe and comply with all valid laws, ordinances, statutes, and regulations now or hereafter made or issued respecting such Premises or the improvements or Facilities on such Premises by any federal, state, county, local, or other governmental agency or entity;

(c) Contest if Licensee, in Licensee's sole discretion, desires, by appropriate legal proceedings brought in good faith and diligently prosecuted in the name of Licensee, the validity or applicability to such Premises of any law, ordinance, statute, or regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity provided, however, that any such contest or proceeding shall be without cost to the City, and Licensee shall protect such Premises and the City from Licensee's failure to

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observe or comply during the contest with the contested law, ordinance, statute, or regulation; and

(d) Indemnify and hold the City and the property of the City, including such Premises, free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Licensee's failure to comply with and perform the requirements of this section.

ARTICLE 8. INDEMNITY AND INSURANCE

Section 8.01. To the furthest extent allowed by law, Licensee shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, Licensee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this License. Licensee's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If Licensee should subcontract and/or contract all or any portion of the work to be performed under this Contract, Licensee shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. Licensee, as a material part of the consideration to be rendered to the City under this Agreement, waives all claims against the City for damages to all Facilities and personal property in, on, or about the premises, and for injuries to persons in or about the Premises, from any cause arising at any time. The City shall not be liable to Licensee for any damage by or from any act or negligence of any other occupant of the Premises or any occupant of adjoining or contiguous property.

This section shall survive termination or expiration of this License.

MINIMUM LIMITS OF INSURANCE

Licensee shall carry and maintain for the duration of the License, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to the City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**
   - (i) $2,000,000 per occurrence for bodily injury and property damage;
   - (ii) $2,000,000 per occurrence for personal and advertising injury; and,
   - (iii) $4,000,000 aggregate for products and completed operations.

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(iv) $4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**
$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:**
(i) $1,000,000 each accident for bodily injury;
(ii) $1,000,000 disease each employee; and,
(iii) $1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event Licensee purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" or be at least as broad as the underlying insurance and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Licensee shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Licensee shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

(i) *All policies of insurance* required herein shall be endorsed to provide thirty (30) calendar days written notice be given to the City, except ten (10) days for nonpayment of premium. Licensee is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Licensee shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Licensee shall provide a new certificate evidencing renewal of such policy not less than five (5) calendar days prior to the expiration date of the expiring policy.
(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name the City, its officers, officials, agents, employees and

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volunteers as an additional insured. Licensee shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the Licensee's insurance shall be primary to and require no contribution from the City. The Commercial General policy is required to include primary and non contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents and volunteers. If Licensee maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by Licensee.

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

(vi) For any claims related to this License, Licensee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees and volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

(vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to the City, its officers, officials, agents, employees and volunteers.

(viii) The Commercial General, Worker's Compensation and Automobile insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to the City, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS

Licensee shall furnish the City with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by City's Risk Manager or his/her designee prior to the City execution of this License and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of the City, Licensee shall immediately make available to the City for review a complete copy of any insurance policy required under this License, including all endorsements. This requirement shall survive expiration or termination of this License. All subcontractors working under the direction of Licensee shall also be required to provide all documents noted herein.

SUBCONTRACTORS

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If Licensee subcontracts and/or contracts any or all of the services to be performed under this License, Licensee shall require, at the discretion of the City's Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractors must be reviewed and preapproved by the City's Risk Manager or designee. If no Side Agreement is required, Licensee will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

ARTICLE 9. ASSIGNMENT

No Assignment Without CITY'S Consent

Section 9.01. This License Agreement is personal to the Licensee and shall not be assigned without the express written consent of the City first had and obtained. Consent by the City shall not be unreasonably withheld. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment of this Agreement by Licensee. Any attempt to assign the License without the prior written consent of the City shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

ARTICLE 10. TERMINATION AND BREACH

Termination

Section 10.01 The parties understand and agree that this Agreement is terminable as specifically provided within this License Agreement.

Breach by Licensee

Section 10.02 Upon the occurrence of any one or more of the events of default described in Section 10.03 of this Agreement, this Agreement shall be subject to termination. As a condition precedent thereto, the City shall give Licensee ten (10) days written notice of the date set for termination and the grounds therefor.

Events of Default

Section 10.03. The occurrence of any of the following events shall constitute a material default and breach of this License by Licensee:

(a) The abandonment, vacation or discontinuance of Licensee's use of such Premises as authorized by this License for more than thirty (30) consecutive days after written notice to Licensee from the City for correction thereof.

(b) The failure of Licensee to operate in the manner required by this License, where such failure continues for more than five (5) days after written notice to Licensee from the City for correction thereof, provided that where fulfillment of such obligation requires

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activity over a period of time and Licensee shall have immediately, following receipt of such notice, commenced to perform whatever reasonably may be required to cure the particular default and continues such performance diligently, such time limit may be waived in the manner and to the extent allowed by the City. Such waiver by the City shall not be unreasonably withheld.

(c) The failure of Licensee to maintain its property on such Premises as required by this License, where such failure continues for more than five (5) days after written notice to Licensee from the City for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have immediately, following receipt of such notice, commenced to perform whatever reasonably may be required to cure the particular default and continues such performance diligently, such time limit may be waived in the manner and to the extent allowed by the City. Such waiver by the City shall not be unreasonably withheld.

(d) The failure of Licensee to keep, perform and observe all other promises, covenants, conditions and terms set forth in this Agreement, when such failure continues for more than ten (10) days after written notice to Licensee from the City for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have commenced to perform whatever reasonably may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, such time limit may be waived in the manner and to the extent allowed by the City. Such waiver shall not be unreasonably withheld.

(e) The occurrence of any of the following:

(1) Licensee's becoming insolvent, or the making by Licensee of any general arrangement or any assignment for the benefit of creditors and Licensee fails to cure such default within ten (10) days after written notice to Licensee from the City to correct such default (failure of the City to provide such notice to correct the default does not constitute waiver of or consent to the condition of default by the City);

(2) The filing by or against Licensee of a petition to have Licensee adjudged a Bankrupt or a petition or reorganization or arrangement under any law relating to bankruptcy (UNLESS, in the case of a petition filed against Licensee, the same is dismissed within sixty (60) days);

(3) The appointment of a receiver to take possession of substantially all of Licensee's assets located in or on such Premises or of Licensee's interest in this Agreement, where possession is not restored to Licensee within thirty (30) days; or

(4) The attachment, execution or other judicial seizure of substantially all of Licensee's assets located in or on such Premises or of Licensee's interest in the Agreement, where such seizure is not discharged within sixty (60) days.

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(f) The inability of and/or failure by Licensee to obtain, pay for, and maintain in full force and effect at all times during the life of this Agreement, without any lapse in coverage, such insurance as is required of Licensee thereunder.

(g) The failure by Licensee to make any payment of license fees or any other required payment within thirty (30) days of when due under this Agreement when such failure continues for more than ten (10) days after written notice to Licensee from the CITY for correction thereof.

Relocation in lieu of Termination; Termination for Convenience

Section 10.04.

(a) In the event the City determines the Premises are necessary for public purposes, the City will have the one-time right to require Licensee to relocate its communications facility to an alternate ground location on the Property. Such relocation will (a) be performed exclusively by Licensee or its agents, (b) not result in any interruption of the communications service provided by Licensee on the Property including but not limited to Licensee's right to maintain the rights to the existing communications facility until such time that all existing licensees or sublicensees are successfully moved to the relocation site, (c) not impair, put the Premises at risk, or in any manner alter, the quality of communications service provided by Licensee on and from the Property, (d) can only be exercised in the event the City requires the Premises for public purposes, and the location of the existing facility is not compatible with the public purposes, and (5) be done in accordance with the terms and conditions in subsections (a), (b), (c) and (d) below. Upon relocation of the communications facility of Licensee, the access and utility easement(s) of Licensee will be relocated as required to operate and maintain the communications facility.

(b) The cost of the relocation shall be paid solely by the Licensee.

(c) The City will exercise its relocation right under subsection (a), above, by (and only by) delivering written notice (the "Notice") to Licensee. In the Notice, the City will propose an alternate site on the Property to which Licensee may relocate its communications facility. Licensee will have sixty (60) days from the date it receives the Notice to evaluate the City's proposed relocation site, including, but not limited to, conducting tests to determine the technological feasibility of the proposed relocation site ("Review Period"). If Licensee fails to approve the proposed relocation site in writing within the Review Period, Licensee will be deemed to have not approved such proposed relocation site. If Licensee does not approve such relocation site, the City may then propose another relocation site by Notice to Licensee in the manner set forth above. Licensee's approval of the proposed relocation site shall not be unreasonably withheld, delayed or denied. Any relocation site which the City and Licensee agree upon in writing is referred to hereinafter as the "Relocation Site". Upon reaching agreement on the Relocation Site, both parties will enter into a written agreement between the parties concerning the location, dimensions, specifications and anticipated construction schedule and costs for the relocation ("Relocation Agreement"). The City acknowledges that Licensee will be required to obtain all required approvals of affected governmental agencies, including, but not limited to, the

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FAA and local zoning authorities. If all governmental requirements are met, including local, state and federal, Licensee will use commercially reasonable efforts to complete the relocation of the new communications facility and the removal of the existing tower compound within a timeframe not to exceed sixty (6) months from execution of the Relocation Agreement ("Relocation Phase"). Notwithstanding the foregoing, Licensee will have an option to extend the Relocation Phase for two ninety (90) day extensions if there are delays which are outside of the control of Licensee.

(d) Upon relocation of the communications facility, or any part thereof, to the Relocation Site, all references to the Premises in this License will be deemed to be references to the Relocation Site. The City and Licensee hereby agree that the Relocation Site (including the access and utility right of way) will be surveyed by a licensed surveyor with the costs paid per subsection (b), and such survey will then replace the previous survey and legal description of the Premises and become a part hereof and will be the controlling description. The City and Licensee shall execute an amendment to the lease to update the new Premises of record and shall cooperate with each other to obtain a subordination and non-disturbance agreement from any lender or holder of a mortgage against the Property at the time of the relocation. The City and Licensee hereby agree that in no event will the relocation of the communications facility of Licensee, or any part thereof, under subsection (a), above, affect, alter, modify or otherwise change any of the terms and conditions and of this License as may be amended, unless changes are agreed to in writing by both parties.

Section 10.05. If no alternate site is available on the Property, the City reserves the right to terminate this License upon twenty-four (24) months' written notice to Licensee.

Recovery by City

Section 10.06. In addition to that provided in Sections 10.02 and 10.06 of this License, the City may recover from Licensee:

(a) Any and all unpaid license fees owing as of the date Licensee surrenders the Premises;

(b) Any other amount necessary to compensate the City for all detriment proximately caused by Licensee's failure to perform its obligations under this License.

Cumulative Remedies

Section 10.07. The remedies given to the City in this Article shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Agreement.

Waiver of Breach

Section 10.08. The waiver by the City or Licensee of any breach by the other party of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by such party either of the same or a different provision of this Agreement.

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Surrender of Premises

Section 10.09. On expiration or sooner termination of this Agreement, Licensee shall surrender such Premises to the City free from any and all liens and in good, safe, clean, and operable condition, reasonable wear and tear excepted. Licensee shall remove at Licensee's sole cost and expense, all of Licensee's Facilities, equipment and personal property from such Premises.

ARTICLE 11. MISCELLANEOUS

Force Majeure - Delays

Section 11.01. Except as otherwise expressly provided in this Agreement, should the performance of any act required by this Agreement to be performed by either the City or Licensee be prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other unforeseeable cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused provided, however, that nothing contained in this section shall excuse the prompt payment of license Fees by Licensee as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party, the City or Licensee, required to perform the act.

Right of Entry

Section 11.02. The City reserves, and Licensee agrees to, the right of the City, its authorized officers, employees, agents or contractors, to enter into and access the Premises at any time upon forty-eight (48) hours' notice to Licensee and accompanied by an authorized Licensee representative. In the event of an emergency, where City cannot reasonably comply with the foregoing access procedure, which may include access by City law enforcement and emergency responders in the course of their official duties, City shall have the right to access the Premises as is reasonably necessary, and City shall, within twenty-four (24) hours following actual notice of emergency access, notify Licensee of the date and time of emergency access and the nature of the event requiring emergency access. Without limiting the foregoing, the City and Licensee agree that the City may inspect the Premises for Licensee's compliance with the terms of this Agreement during such non-emergency access.

Attorney's Fees

Section 11.03. If either party is required to commence any proceeding or legal action to enforce any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable Attorney's fees and legal expenses.

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Notices

Section 11.04. Any Notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

Governing Law

Section 11.05. This Agreement, and all matters relating to this Agreement, shall be governed by the laws of the State of California in force at the time any need for interpretation of this License or any decision or holding concerning this Agreement arises. Venue shall be in Fresno County, California.

Binding on Successors

Section 11.06. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by the City to any assignment of this Agreement or any interest therein by Licensee except as provided in Article 9 of this Agreement.

Partial Invalidity

Section 11.07. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding.

Time of Essence

Section 11.08. Time is expressly declared to be the essence of this Agreement.

Headings

Section 11.09. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

Interpretation

Section 11.10. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

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Sole and Only Agreement

Section 11.11. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Licensee.

[SIGNATURES FOLLOW ON NEXT PAGE.]

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

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Signed by: Kelsey Seib FFF87C6CE7F34DC... 6/26/2025
Kelsey A Seib Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

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

By: CCATT LLC, a Delaware limited liability company

Its: Attorney In Fact

By: DocuSigned by: Mandy Hebert 49DDD786B9A4489... 6/25/2025

Name: Mandy Hebert

Title: Real Estate Manager

By: _____

Name: _____

Title: _____

REVIEWED BY:

_____

Addresses:
CITY:
City of Fresno
Attention: Brian Barr
Director
2101 G Street
Fresno, CA 93706
Phone: (559) 621-1418
E-mail: Brian.Barr@fresno.gov

LICENSEE:
New Cingular Wireless PCS, LLC
Legal Department
Attention: Network Legal
208 S. Akard Street
Dallas, TX 75202

With a copy to:
CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317
Phone: 866-482-8890
E-mail: LOHD@crowncastle.com

Attachments:
1. Exhibit A – Premises
2. Exhibit B – Notice of Exercise

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Premises

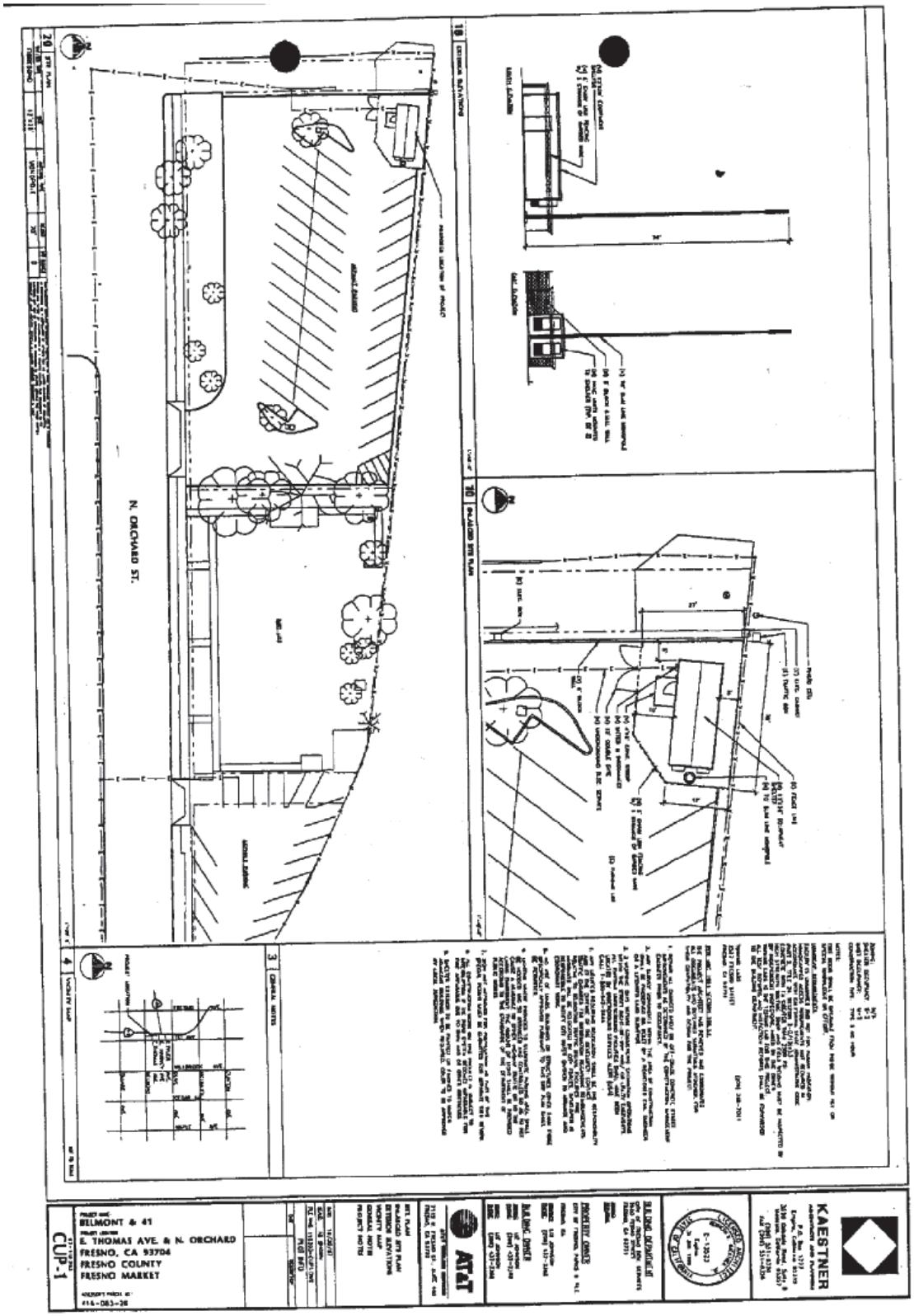

Exhibit "A"

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Exhibit B

Notice of Exercise

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Prepared by:

Space above this line for Recorder's Use

NOTICE OF EXERCISE OF OPTION

[CROWN ENTITY], a Delaware limited liability company, ("Lessee") hereby provides notice of its exercise of the option ("Option") set forth in that certain Additional Lease Area Option Agreement (as may be amended and/or assigned) (the "Option Agreement") between _____, _____ ("Lessor") and Lessee dated the _____ day of _____, 20_____, as recorded in the real property records of _____ County, _____ as Instrument No.: _____ for the property described on Exhibit B (the "Additional Lease Area"), being a portion of the property described on Exhibit A (the "Lessor's Property").

The Option was duly exercised by Lessee on the _____ day of _____, 20____ pursuant to terms specified in the Option Agreement for _____ (____) square feet. Accordingly, the effective date of the lease of the Additional Lease Area shall be _____.

A copy of the Option Agreement is on file with Lessor and Lessee.

Site Name: _____
BUN: _____
Version 5-24-19

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IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessee has caused this Notice of Exercise of Option to be duly executed on the _____ day of _____, 20_____.

LESSEE:
[CROWN ENTITY],
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 20___, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of [Crown entity], known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Additional Lease Area Option Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

_____
(Signature of Notary)

My Commission Expires: _____

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EXHIBIT A
(Legal Description of Lessor's Property)

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EXHIBIT B
(Legal Description of Additional Lease Area)