

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT (“Agreement”) dated as of the latter of the signature dates below (the “**Effective Date**”) is made by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company (“Lessee”) and City of La Habra, a California municipal corporation (“Lessor”).

R E C I T A L S

This Agreement is entered into based upon the following facts, circumstances and understandings:

A. Lessor owns certain real property located on APN 292-483-37, Orange County, California (commonly known Montwood Park at 231 E Montwood Ave, City of La Habra, California) and described in **Exhibit “A”** attached hereto and (“Land”). Lessee desires to lease a portion of Lessor’s Land measuring approximately 20’x12’ for equipment, and 5’x 5’ for pole foundation for ground space totaling two hundred sixty five (265) square feet and an aerial lease space of three hundred fifteen (315) square feet, with all necessary easements for ingress, egress, access, and utilities over Lessor’s Land, and/or shared use of Lessor’s easements over other real property necessary for Lessee’s ingress, egress, access, and utilities required for leased area (collectively, the “Premises”), as described and depicted on **Exhibit “B”** attached hereto. Lessor represents and warrants that it has the right to grant the rights set forth herein and that it has full rights of ingress and egress to and from the Premises to a publicly dedicated roadway.

B. Lessee desires to continue to operate, maintain, update, and repair a communications site at the Premises.

C. Based on the Recitals set forth herein and on the terms and conditions set forth below, Lessor is willing to lease the Premises to Lessee for Lessee’s uses described herein, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Recitals set forth above and the terms and conditions set forth herein, the parties intending to be legally bound, hereto agree as follows:

1. Grant of Lease. Lessor hereby leases to Lessee the Premises for Lessee’s uses described below.

2. Permitted Uses. The Premises may be used by Lessee for any activity in connection with the provision of the continued operation, maintenance, update, and repair of a communications services. Under this Agreement, Lessee may install, place, use and operate on the Premises such antennas, transmitting and receiving equipment, conduits, wires, batteries, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, generator and related equipment (collectively “Lessee’s Facilities”) as Lessee deems necessary for the operation of its wireless communications site at the Premises subject to this Agreement. Further, Lessee may perform construction, maintenance, repairs, additions to, and

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replacement of Lessee's Facilities as necessary and appropriate for its ongoing business, if applicable, and has the right to do all work necessary to prepare, update, and maintain the Premises, consistent with this Agreement, to accommodate Lessee's Facilities and as required for Lessee's communications operations at the Premises. Lessee shall at Lessee's sole expense keep and maintain Lessee's Facilities including those now or hereafter located on the Land in connection with the Lessee's operations, in commercially reasonable condition and repair during the term of this Lease. Lessee shall obtain any necessary governmental approvals prior to commencing any modifications to Lessee's Facilities.

3. Conditions Precedent; Prior Approvals. This Agreement is conditioned upon Lessee maintaining all governmental licenses, permits, and approvals enabling Lessee to continue to operate wireless communications facilities on the Premises (collectively, the "Governmental Approvals"). Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Lessor.

4. Conditions of Operation. Lessee agrees to operate wireless communication facility at the direction of the Lessor in accordance with the Lessor's Conditions of Operation listed in **Exhibit C**, which may be amended by the Lessor with written notice to Lessee. Lessee agrees to conduct wireless communication facility according the terms of this Agreement on the Property.

5. Term. The initial term of this Agreement ("Initial Term") shall be five (5) years commencing on the Effective Date. This Agreement shall automatically be extended for five (5) additional terms (each a "Renewal Term") of five (5) years each unless either party notifies the other in writing of its intention not to extend this Agreement prior to the expiration of the Initial Term or any Renewal Term (the Initial Term and Renewal Term are hereinafter the "Term"). In the event of renewal, the terms and conditions for each Renewal Term shall be the same terms and conditions as in this Agreement, except that the Rent (as defined below) shall be increased as set forth herein below.

6. Rent; Site Improvements; Lessor Work.

(a) **Rent.** Monthly rental payments for the Premises ("Rent") shall be Two Thousand Eight Hundred and 00/100 Dollars (\$2,800) per month. The first payment shall be prorated and due on the date the Lessee is issued a building permit for the Telecommunication Facility. Rent shall be payable on the fifth day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 21. In year two (2) of the Term, and each year thereafter, the monthly Rent will increase by Three (3%) percent over Rent paid during the previous year.

(b) **Site Improvements.** Lessee shall pay for the maintenance and operation of Lessee's Facilities. All the Lessee Facilities shall remain Lessee's personal property and will not be considered fixtures on the land. Lessee has the right to remove the Lessee Facilities at its sole

expense on or before the expiration or earlier termination of this Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Lessee shall not be required to remove any foundations below grade level.

7. Ongoing Access to Premises. Lessee shall have access to the Premises, twenty-four (24) hours a day, seven (7) days a week. All access to the Land by Lessee shall be via the non-exclusive access and utility easement described on Exhibit “B” with vehicle access permitted from the parking lot. All access to the Premises by Lessee shall be in compliance with the applicable noise regulations embodied in the La Habra Municipal Code Chapter 9.32 titled “Noise Control,” or any successor provision thereto. Routine maintenance by Lessee shall not be deemed an “emergency” within the meaning of this Paragraph.

(a) **Emergency Access.** In the event that an emergency arises on the Premises, Lessee shall contact the General Information – City of La Habra Police Department at (562) 383-4300 at the earliest possible opportunity to advise of the emergency access.

8. Lessee’s Work, Maintenance and Repairs. All of Lessee’s construction, installation, maintenance and repair work at the Premises shall be performed at Lessee’s sole cost and expense and in a good and workmanlike manner. Lessor's approval for improvements and/or equipment shall not be required in connection with new subtenant installations, improvements and/or equipment that consist solely of upgrades or replacements with "like-kind" equipment which is comparable in dimensions and weight, or equipment which is comparable in dimensions and weight and wholly contained within Lessee Facilities. Upgrades and replacements with like-kind or comparable equipment, as permitted herein, shall include maintenance or improvements due to improved technology relating to systems initially installed by Lessee. Lessee shall maintain Lessee’s Facilities at all times in a reasonably neat and safe condition in compliance with this Agreement and all applicable codes and governmental regulations. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its subtenants, employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this Agreement, Lessee shall, at its expense, remove Lessee Facilities. If the Facilities are not removed by Lessee, Lessor may remove the Facilities, or otherwise bring the Premises to the condition required herein, at Lessee’s sole cost.

The primary purpose and function of the Property is a public park. Therefore this agreement shall not be subject to Section 6409 (a) of the 2012 Middle Class Tax Relief Act, codified at 47 U.S.C. & 1455 (a)

9. Title to Lessee’s Facilities. Title to Lessee’s Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee’s Facilities shall remain the property of Lessee and shall not be considered fixtures on the land. Lessee has the right to remove all Lessee’s Facilities at its sole expense on or before the expiration or termination of this Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee’s Facilities (the “Collateral”) with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents

to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Utilities. Lessee has, or shall, place utilities on (or bring utilities across) Lessor's Land in order to service Lessee's Facilities. Upon Less's request, Lessor shall execute recordable easements (s) evidencing this right. Lessee shall maintain its own utilities, at Lessee's expense, subject to Lessor's previous approval of the location. Lessee shall be directly billed by the utility company for all services received. Utilities to Lessee's Facilities shall be maintained underground as required by Lessor.

11. Interference with Communications. Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements. Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licenses to install new equipment on the Land or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

12. Taxes. Lessee shall pay personal property taxes assessed against Lessee's Facilities, and Lessor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Agreement, if any.

13. Termination. This Agreement may be terminated without further liability on thirty (30) calendar days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured, or a cure is not commenced and thereafter diligently pursued, within thirty (30) calendar days of receipt of written notice of default; provided, however, that Lessee shall have such extended period as may be required beyond the thirty (30) calendar days if the nature of the cure is such that it reasonably requires more than thirty (30) calendar days to cure and the defaulting party commences the cure within the thirty (30) calendar day period and thereafter continuously and diligently pursues the cure to completion; (ii) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies, if not due to the fault of Lessee; (iii) by Lessee if Lessee's operations are substantially impacted due to signal blockage or interference that is outside of Lessee and Lessor's control and cannot be corrected by the relocation of Lessee's equipment to another portion of the Property in Lessee's reasonable discretion, (iv) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including

without limitation, signal interference; or (v) pursuant to Section 10 for interference with Lessor's communications that is not terminated.

14. Destruction of Premises. In the event of damage by fire or other casualty to the Premises that is caused by anything beyond the reasonable control of Lessee that cannot reasonably be expected to be repaired within ninety (90) calendar days following same or, if the Property is damaged by fire or other casualty which is not caused or contributed to by the conduct of Lessee, its employees, agents, or licensees, so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than ninety (90) calendar days, then Lessee may at any time following such fire or other casualty, provided Lessor cannot reasonably complete any restoration required to permit Lessee to resume its operation at the Premises, terminate this Agreement upon fifteen (15) calendar days prior written notice to Lessor. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rental payments shall abate following such fire or other casualty which is caused by anything beyond the reasonable control of Lessee until such time as the lease either terminates or Lessee can reasonably commence operations once again.

15. Condemnation. If a condemning authority takes all of Lessor's Land, or a portion which in Lessee's reasonable opinion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of a wireless communications site, then this Agreement shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

16. Insurance. Without limiting the indemnity provisions of the Agreement, Lessee shall procure and maintain in full force and effect during the term of the agreement, the following policies of insurance:

Comprehensive General Liability	\$2,000,000
Workers' Compensation	Statutory Amount

Ease policy required by this Agreement, except the policy of Workers' Compensation, shall name the City of La Habra, its officials, employees, representatives, and volunteers as additional insured by endorsements to the above-required policies.

17. Assignments or Transfers. Lessee may assign or transfer the whole of Lessee's rights, obligations and duties under this Agreement without prior approval by Lessor to any of Lessee's partners, shareholders, members, subsidiaries, or affiliates, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition

or other business reorganization. Lessee shall not assign the whole of Lessee's rights, obligations and duties under this Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably delayed or withheld. In the event of approval of such assignment or transfer the assignee or transferee must assume in writing all of Lessee's obligations hereunder. Notwithstanding anything contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Lessee may assign, transfer or sublease any portion of Lessee's rights, duties or obligations under this Agreement only if 1) the assignee, transferee or sub lessee has obtained all necessary governmental approvals; 2) Lessor's approval(s) as required herein or by law; and 3) a separate lease with Lessor, for the assignee's, transferee's or sublessee's occupation of the Premises. Co-location of similar services by other entities or providers, or the addition or modification of Lessee's Facilities for use by other entities or providers shall constitute assignment or sublease for purposes of this section.

18. Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

(a) So long as Lessee is not in default (after notice and before expiration of applicable cure periods) under this Agreement, Lessee shall be entitled to quiet enjoyment of the Premises (the specific area where the equipment is located within Lessor's Land) during the Term of this Agreement or any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises with the exception of equipment utilized by law enforcement personnel. This Agreement does not prohibit Lessor from entering into any other agreement for the use of Lessor's Land including additional communication site lease agreements so long such actions do not interfere with the operation of Lessee's Facilities.

(b) This Agreement may be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Land and to any renewals, extensions, supplements, amendments, or modifications thereof. As a condition of any such subordination, Lessee shall execute and deliver promptly any agreement of subordination that Lessor may reasonably request, provided that such subordination agreement acknowledges that this Agreement remains in full force and effect, recognizes Lessee's right to nondisturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Agreement, and Lessee's liability shall be capped at the remaining rent under this Agreement. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Land through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Agreement after Lessee's receipt of written notice of such succession.

(c) At any time not less than twenty (20) calendar days after Lessee's receipt of written request for an estoppel from Lessor, Lessee shall execute, acknowledge and deliver to Lessor or any other party specified by Lessor a statement in writing certifying that this Agreement is in full force and effect, if true, and the status of any continuing defaults under this Agreement.

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19. Indemnifications.

(a) **Lessee's Indemnity.** Lessee agrees to defend, indemnify and hold harmless Lessor, its directors, managers, officers, agents, and employees from any claim, demands, suits, actions or proceedings of any kind or nature to the extent that such claims arise out of the activities and operations of Lessee or its officials, officers, agents, volunteers and employees on the Land. Lessee's obligations outlined in this subparagraph 19(a) do not apply to any claims of liability to the extent such claims are attributable to Lessee or any of its officers, directors, partners, shareholders, employees, contractors, agents, or employees.

(b) **Lessor's Indemnity.** Lessor agrees to defend, indemnify and hold harmless Lessee, its directors, managers, officers, agents, and employees from any claim, demands, suits, actions or proceedings of any kind or nature to the extent that such claims arise out of the activities and operations of Lessor or its officials, officers, agents, volunteers and employees on the Land. Lessor's obligations outlined in this subparagraph 19(b) do not apply to any claims of liability to the extent such claims are attributable to Lessee or any of its officers, directors, partners, shareholders, employees, contractors, agents, or employees.

20. Hazardous Materials. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Lessor's Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within Lessor's Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within Lessor's Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents, officers and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

21. Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered U.S. mail, return receipt requested, or reliable overnight delivery service to the address of the respective parties set forth below:

Lessor: City of La Habra
110 E. La Habra Blvd.
La Habra, CA. 90633-0377
Attn: City Manager
Telephone: (562) 383-4010

Lessee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319
Re: Cell Site ID: CLL01400 / Montwood Park (CA)
Fixed Asset # 12844698

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Dept – Network Operations
208 S. Akard Street
Dallas, TX 75202-4206
Re: Cell Site ID CLL01400 / Montwood Park (CA)
Fixed Asset # 12844698

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained. Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.

22. Miscellaneous.

(a) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Agreement to retain the economic effect of the invalid or unenforceable provisions.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Agreement have full power and authority, to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Agreement.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action brought for the enforcement of the provisions of this Agreement shall be brought in a court of competent jurisdiction in the State of California, County of Orange, the parties having consented to such jurisdiction.

(e) **Attorneys' Fees and Costs.** The prevailing party in any legal claim hereunder shall be entitled to its reasonable attorneys' fees and court costs.

(f) **Survival.** Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

(g) **Memorandum of Lease.** Lessor acknowledges that a Memorandum of Lease substantially in the form annexed hereto as **Exhibit D** will be recorded by Lessee in the Official Records of the County where Lessor's Land is located.

(h) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by duly authorized representatives of both parties.

(i) **No Presumptions Regarding Preparation of Agreement.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had the opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Agreement. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Agreement.

(j) **Captions.** The caption headings contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

In the event the conditions above are not met, Lessee shall not be obligated to relocate to the Alternate Location.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Agreement is effective as of the date first above written.

Lessor:

City of La Habra, a Municipal Corporation

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

Lessee:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Misty Snowden
Name Misty Snowden
Manager

Date: 4/3/24

Exhibit "A"

Legal Description of the Property

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

Lot C of tract map No. 10232, in the City of La Habra, County of Orange, State of California, per map recorded in book 439 pages 1 thru 5 of miscellaneous maps, in the office of the County recorder of said County.

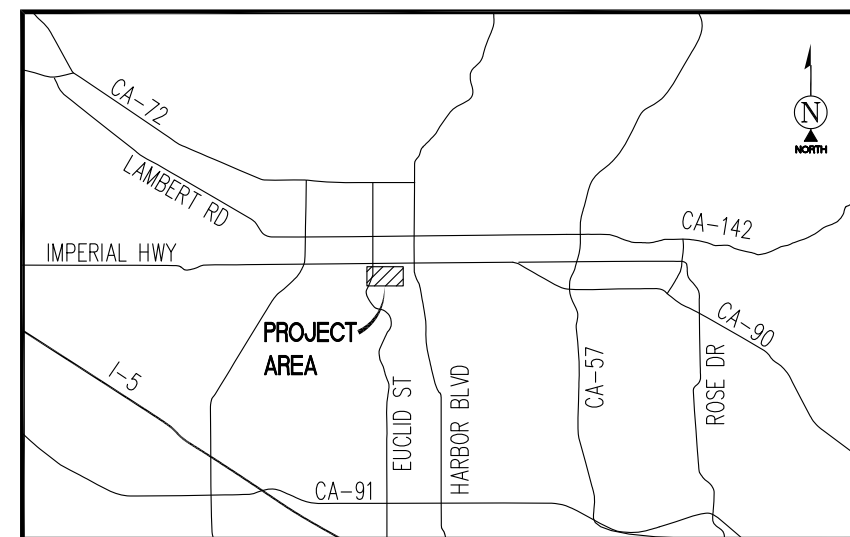
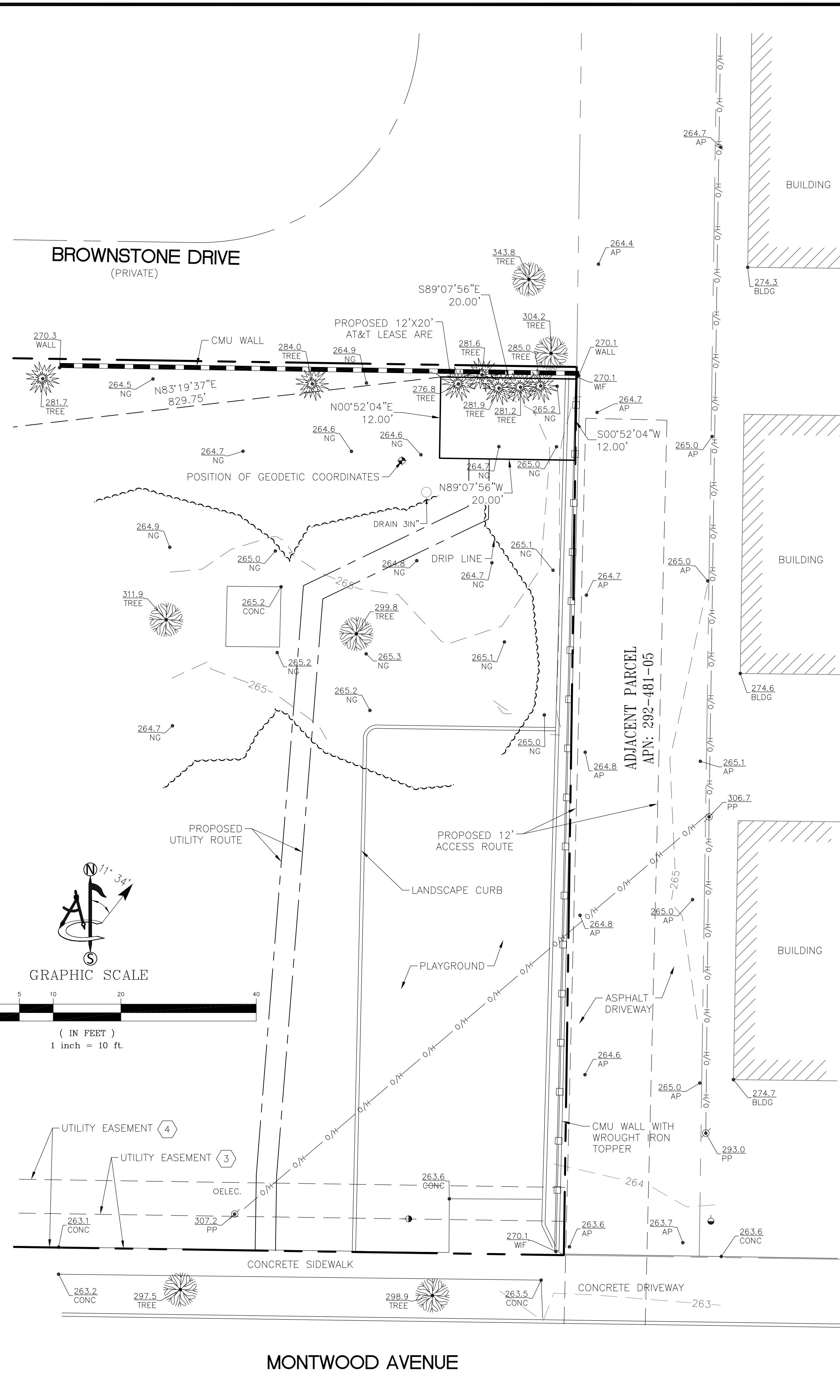
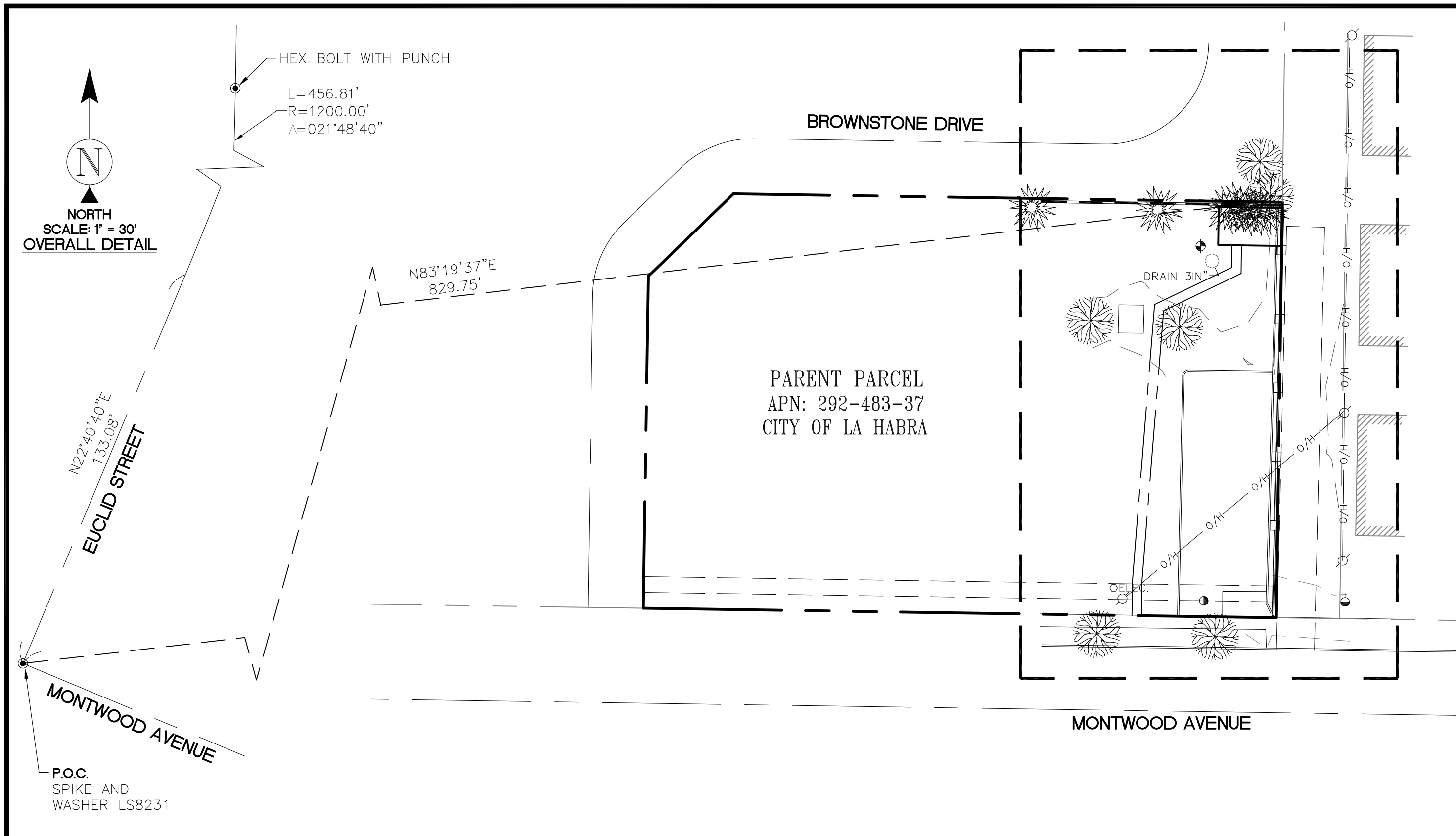
Except therefrom the interest in one-half of all oil, gas, minerals, and other hydrocarbon substances lying below a depth shown below but with no right of surface entry, as reserved as grant deed recorded on August 23, 1977 in book 12348, page 1527 of official records of said county.

Assessor's Parcel Number: 292-483-37

Exhibit “B”

Premises and Project Description

(see attached)



GRID-TO-GROUND SCALE FACTOR NOTE
 ALL BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA SIX STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99998423

FLOOD ZONE
 THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X". ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP ID #06059C0037J, DATED 12/03/2009

UTILITY NOTES
 SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT 811 AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SURVEY DATE
 03/09/2022

BASIS OF BEARING
 BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA ZONE SIX STATE PLANE COORDINATE SYSTEM BASED ON THE NORTH AMERICAN DATUM OF 1983(2011) (EPOCH 2019.25). DETERMINED BY GLOBAL POSITIONING SYSTEM EQUIPMENT ON THE SMARTNET REFERENCE NETWORK.

BENCHMARK
 PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS 'GEOID 12B' MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY OBSERVATIONS OF THE 'SMARTNET' REAL TIME NETWORK. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

SURVEYOR'S NOTES
 CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS AND FOLLOW THE CURRENT NATIONAL MAP STANDARDS FOR VERTICAL ACCURACY.

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.

POSITION OF GEODETIC COORDINATES
 LATITUDE 33° 54' 52.17" (33.914492) NORTH (NAD83)
 LONGITUDE 117° 56' 37.87" (117.943853) WEST (NAD83)
 GROUND ELEVATION @ 264.6' (NAVD88)

LEGEND			
AP	ASPHALT		UTILITY METER
BLDG	TOP OF BUILDING		UTILITY POLE
CMU	CONCRETE MASONRY UNIT		POSITION OF GEODETIC COORDINATES
CONC	CONCRETE		SPOT ELEVATION
NG	NATURAL GRADE		TREES
WALL	TOP OF WALL		PINE TREES
WIF	WROUGHT IRON FENCE		CMU WALLS
			WROUGHT IRON FENCE
			TREE LINE
			CURLINES
			OVERHEAD LINES
			STREET CENTERLINES
			SUBJECT PROPERTY LINE
			ADJACENT PROPERTY LINE
			LEASE AREA LIMITS
			MAJOR CONTOUR INTERVAL
			MINOR CONTOUR INTERVAL

1452 EDINGER AVENUE
 3RD FLOOR
 TUSTIN, CA 92780

428 MAIN STREET
 SUITE 206
 HUNTINGTON BEACH, CA 92648
 PH. (480) 659-4072
 www.ambitconsulting.us

4430 E. MIRALOMA AVE. SUITE D
 ANAHEIM, CALIFORNIA 92807

REV	DATE	DESCRIPTION
0	04/18/22	TITLE/DESIGN (C) (CK)
A	03/16/22	INITIAL ISSUE (CK)

PATRICK B. DONOHOE
 P.L.S. NO. 9332

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL SURVEYOR, TO ALTER THIS DOCUMENT.

CLL01400
 231 E. MONTWOOD AVENUE
 LA HABRA, CA 90631

SHEET TITLE
 SITE SURVEY

SHEET NUMBER
 LS-1

SCHEDULE "B" NOTE

REFERENCE IS MADE TO THE TITLE REPORT ORDER #92017163-920-CMM-CMB, ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED MARCH 1 2022. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.

ITEMIZED NOTES:

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS. (EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE SHOWN HEREON)

2. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS PURPOSE: CONSTRUCT, USE MAINTAIN AFTER ADD TO REPAIR REPLACE, AND/OR REMOVE RECORDING DATE: MARCH 21, 1962 RECORDING NO: BOOK 6046 PAGE 157 OF OFFICIAL RECORDS AFFECTS: A PORTION OF SAID LAND (DOES NOT AFFECT PARENT PARCEL)

3. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION, ITS SUCCESSORS AND ASSIGNS PURPOSE: CONSTRUCT, PLACE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE AND REMOVE SUCH UNDERGROUND, TELEPHONE, TELEGRAPH AND COMMUNICATION STRUCTURES AS MANY FROM TIME TO TIME REQUIRE CONSISTING OF CABLES, CONDUITS, MANHOLES, MARKERS AND NECESSARY FIXTURES AND APPEARANCES RECORDING DATE: AUGUST 6, 1963 RECORDING NO: BOOK 6663, PAGE 81 OF OFFICIAL RECORDS AFFECTS: A PORTION OF SAID LAND (AS SHOWN ON SURVEY, DOES NOT AFFECT LEASE AREA)

4. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS PURPOSE: CONSTRUCT, USE, MAINTAIN, OPERATE, AFTER, ADD TO, REPAIR, REPLACE, RECONSTRUCT, INSPECT AND REMOVE RECORDING DATE: AUGUST 22, 1991 RECORDING NO: 91-453283 OF OFFICIAL RECORDS AFFECTS: A PORTION OF SAID LAND (AS SHOWN ON SURVEY, DOES NOT AFFECT LEASE AREA)

5. RECITALS AS SHOWN ON THAT CERTAIN MAP/PLAT TRACT MAP NO. 10232M439-1 WHICH AMONG OTHER THINGS RECITES: THE DOMESTIC WATER SYSTEM AND APPURTENANCES AS SHOWN ON THE IMPROVEMENT PLANS FOR THIS TRACT AND THE EASEMENTS AS SHOWN ON THIS MAP. REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (DOES NOT AFFECT PARENT PARCEL)

6. RECITALS AS SHOWN ON THAT CERTAIN MAP/PLAT TRACT MAP NO.10232 M439-1 WHICH AMONG OTHER THINGS RECITES: THE SANITARY SEWER SYSTEM AND APPURTENANCES AS SHOWN ON THE IMPROVEMENT PLANS FOR THIS TRACT AND THE EASEMENTS AS SHOWN ON THIS MAP. REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (DOES NOT AFFECT PARENT PARCEL)

7. RECITALS AS SHOWN ON THAT CERTAIN MAP/PLAT TRACT MAP NO WHICH AMONG OTHER THINGS RECITES: PRIVATE STREETS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (DOES NOT AFFECT PARENT PARCEL)

8. A LIEN FOR UNSECURED PROPERTY TAXES FILED BY THE TAX COLLECTOR OF THE COUNTY SHOWN, FOR THE AMOUNT SET FORTH, AND ANY OTHER AMOUNTS DUE. COUNTY: ORANGE FISCAL YEAR: 2019-2020 TAXPAYER: CITY OF LA HABRA COUNTY IDENTIFICATION NUMBER: NONE AMOUNT: \$4,247.78 RECORDING DATE: NOVEMBER 19, 2019 RECORDING NO: 2019-481109 OF OFFICIAL RECORDS (NOT A SURVEY MATTER)

9. A LIEN FOR UNSECURED PROPERTY TAXES FILED BY THE TAX COLLECTOR OF THE COUNTY SHOWN, FOR THE AMOUNT SET FORTH, AND ANY OTHER AMOUNTS DUE. COUNTY: ORANGE FISCAL YEAR: 2021-2022 TAXPAYER: CITY OF LA HABRA COUNTY IDENTIFICATION NUMBER: NONE AMOUNT: \$4,063.74 RECORDING DATE: AUGUST 10, 2021 RECORDING NO: 2021-505356 OF OFFICIAL RECORDS (NOT A SURVEY MATTER)

LESSOR'S LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: LOT C OF TRACT MAP NO. 10232, IN THE CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 439 PAGES 1 THRU 5 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE INTEREST IN ONE-HALF OF ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH SHOWN BELOW BUT WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED AS GRANT DEED RECORDED ON AUGUST 23, 1977 IN BOOK 12348, PAGE 1527 OF OFFICIAL RECORDS OF SAID COUNTY.

LEASE AREA LEGAL DESCRIPTION

A PORTION OF LOT C OF TRACT MAP NO. 10232, IN THE CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 439 PAGES 1 THRU 5 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SPIKE AND WASHER LS8231 AT THE CENTERLINE INTERSECTION OF MONTWOOD AVENUE AND EUCLID STREET AS SHOWN ON CORNER RECORD 2017-0755B, FROM WHICH A HEX BOLT WITH PUNCH, AS SHOWN ON SAID TRACT MAP AND CORNER RECORD 2017-0754B, BEARS NORTH 22°40'40" EAST, 133.08 FEET TO A POINT OF TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1200.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°48'40", AN ARC DISTANCE OF 456.81 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 83°19'37" EAST, 829.75 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°07'56" EAST, 20.00 FEET; THENCE SOUTH 00°52'04" WEST, 12.00 FEET; THENCE NORTH 89°07'56" WEST, 20.00 FEET; THENCE NORTH 00°52'04" EAST, 12.00 FEET TO THE POINT OF BEGINNING.

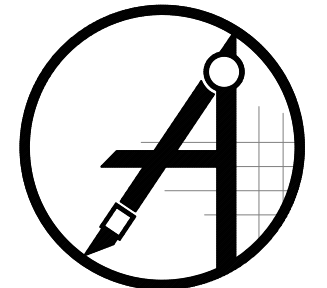
CONTAINING 240 SQUARE FEET (0.005 ACRES) OF LAND, MORE OR LESS.

ACCESS NOTE

RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.



1452 EDINGER AVENUE
3RD FLOOR
TUSTIN, CA 92780



428 MAIN STREET
SUITE 206
HUNTINGTON BEACH, CA 92648
PH. (480) 659-4072
www.ambitconsulting.us

ambit consulting



4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

REV	DATE	DESCRIPTION
0	04/18/22	TITLE/DESIGN (C) (CK)
A	03/16/22	INITIAL ISSUE (CK)



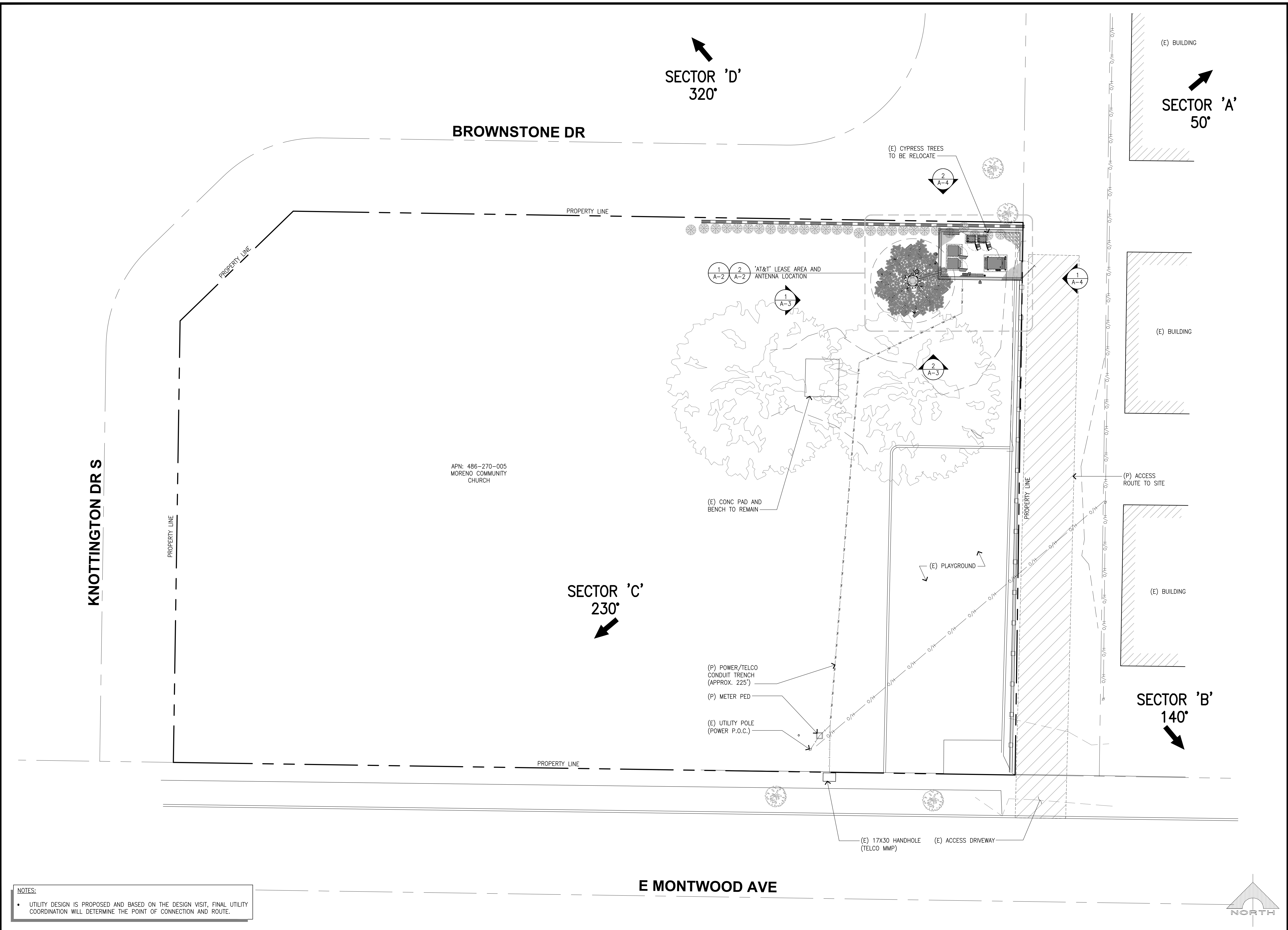
PATRICK B. DONOHOE
P.L.S. NO. 9332

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL SURVEYOR, TO ALTER THIS DOCUMENT.

CLLO1400
231 E. MONTWOOD AVENUE
LA HABRA, CA 90631

SHEET TITLE
SITE SURVEY

SHEET NUMBER
LS-2



AT&T
1452 EDINGER AVE.
TUSTIN, CALIFORNIA 92780

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS. ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED.

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NEWPORT BEACH, CA 92660
TEL: (949) 387-1265
FAX: (949) 387-1275

4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

REV	DATE	DESCRIPTION
0	04/21/22	100% ZONING DRAWINGS
A	03/23/22	90% ZONING DRAWINGS

NOT TO BE USED FOR CONSTRUCTION

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CLL01400
MONTWOOD PARK
KNOTTINGTON DR. S & EAST MONTWOOD AVE.
LA HABRA, CA 90631
MONOPINE (INDOOR)

DRAWN BY: EMS	CHECKED BY: JS
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SHEET TITLE:
SITE PLAN

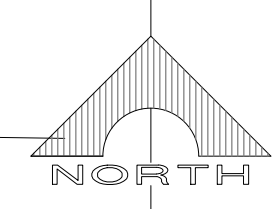
SHEET NUMBER:
A-1

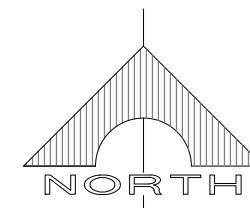
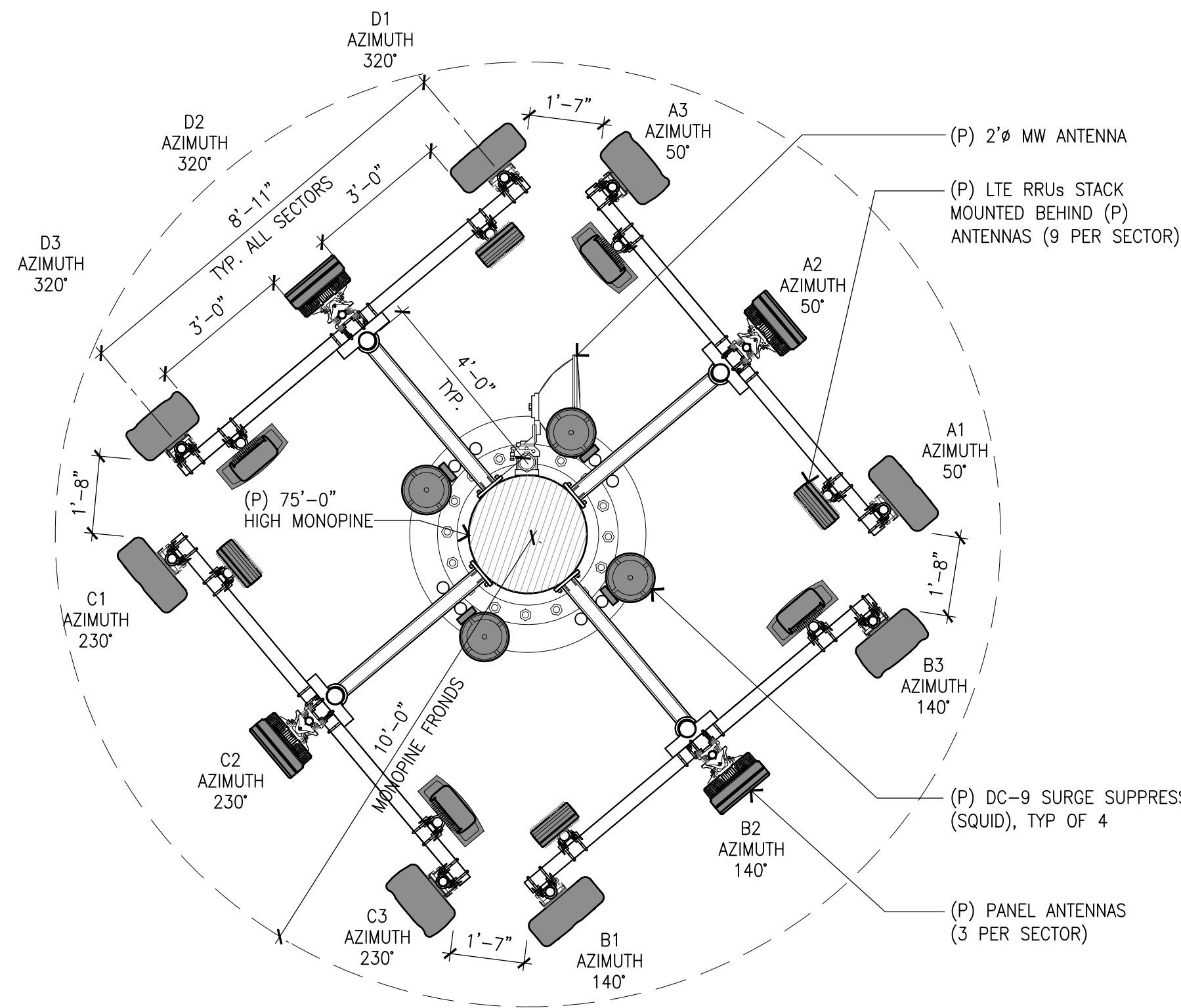
NOTES:
• UTILITY DESIGN IS PROPOSED AND BASED ON THE DESIGN VISIT, FINAL UTILITY COORDINATION WILL DETERMINE THE POINT OF CONNECTION AND ROUTE.

SITE PLAN

SCALE: 1"=10'-0"

2





ANTENNA PLAN

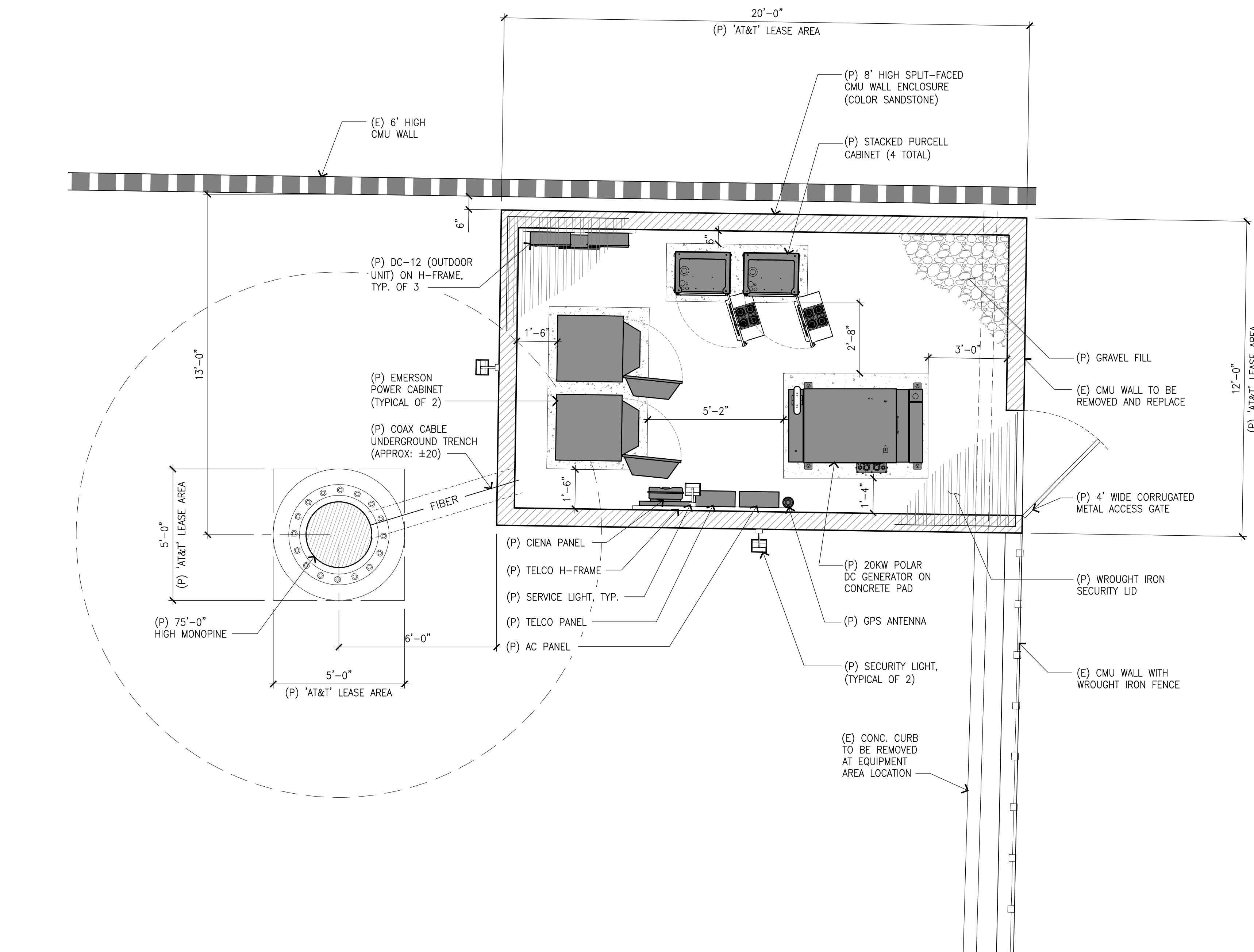
SCALE: 3/8"=1'-0" **2**

PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENTS								
SECTOR	PROPOSED TECHNOLOGY	ANTENNA		ANTENNA AZIMUTH	RAD CENTER	TRANSMISSION LINES (LENGTH FT +/-)		
		AIR/HEX/8-PORT	SIZE			JUMPER	DC CABLE (AWG #6)	
ALPHA SECTOR	A1	LTE	QUINTEL QDR612-7	8'	50'	66'-0"	<12'	+/- 90'
	A2	LTE	AIR6449 N77D AIR6419 N77G	2'-7" 2'-4"	50'	68'-9" 65'-3"	<12'	+/- 90'
	A3	LTE	COMMSCOPE NNH4-65C-R6-V3	8'	50'	66'-0"	<12'	+/- 90'
BETA SECTOR	B1	LTE	COMMSCOPE NNH4-65C-R6-V3	8'	140'	66'-0"	<12'	+/- 90'
	B2	LTE	AIR6449 N77D AIR6419 N77G	2'-7" 2'-4"	140'	68'-9" 65'-3"	<12'	+/- 90'
	B3	LTE	QUINTEL QDR612-7	8'	140'	66'-0"	<12'	+/- 90'
GAMMA SECTOR	C1	LTE	QUINTEL QDR612-7	8'	230'	66'-0"	<12'	+/- 90'
	C2	LTE	AIR6449 N77D AIR6419 N77G	2'-7" 2'-4"	230'	68'-9" 65'-3"	<12'	+/- 90'
	C3	LTE	COMMSCOPE NNH4-65C-R6-V3	8'	230'	66'-0"	<12'	+/- 90'
DELTA SECTOR	D1	LTE	COMMSCOPE NNH4-65C-R6-V3	8'	320'	66'-0"	<12'	+/- 90'
	D2	LTE	AIR6449 N77D AIR6419 N77G	2'-7" 2'-4"	320'	68'-9" 65'-3"	<12'	+/- 90'
	D3	LTE	QUINTEL QDR612-7	8'	320'	66'-0"	<12'	+/- 90'

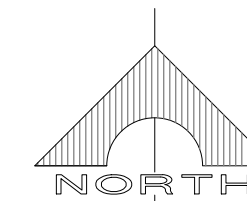
REMOTE RADIO UNITS (RRU'S)						
SECTOR	RRU UP OR DOWN	RRU COUNT	RRU LOCATION (DISTANCE FROM ANTENNA)	MINIMUM CLEARANCES		
				ABOVE	BELOW	SIDES
ALPHA SECTOR	A1	UP	3	<12'	18"	8" 8"
	A2	UP	3	<12'	18"	8" 8"
	A3	UP	3	<12'	18"	8" 8"
BETA SECTOR	B1	UP	3	<12'	18"	8" 8"
	B2	UP	3	<12'	18"	8" 8"
	B3	UP	3	<12'	18"	8" 8"
GAMMA SECTOR	C1	UP	3	<12'	18"	8" 8"
	C2	UP	3	<12'	18"	8" 8"
	C3	UP	3	<12'	18"	8" 8"
DELTA SECTOR	D1	UP	3	<12'	18"	8" 8"
	D2	UP	3	<12'	18"	8" 8"
	D3	UP	3	<12'	18"	8" 8"

ANTENNA AND RRU SCHEDULE (PENDING RFDS)

3



LEASE AREA SQUARE FOOTAGES
GROUND LEASE AREA = 745 SQ. FT.
AERIAL LEASE AREA = 180 SQ. FT.



LEASE AREA PLAN

SCALE: 3/8"=1'-0" **1**



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4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

REV	DATE	DESCRIPTION
0	04/21/22	100% ZONING DRAWINGS
A	03/23/22	90% ZONING DRAWINGS

NOT TO BE USED FOR CONSTRUCTION

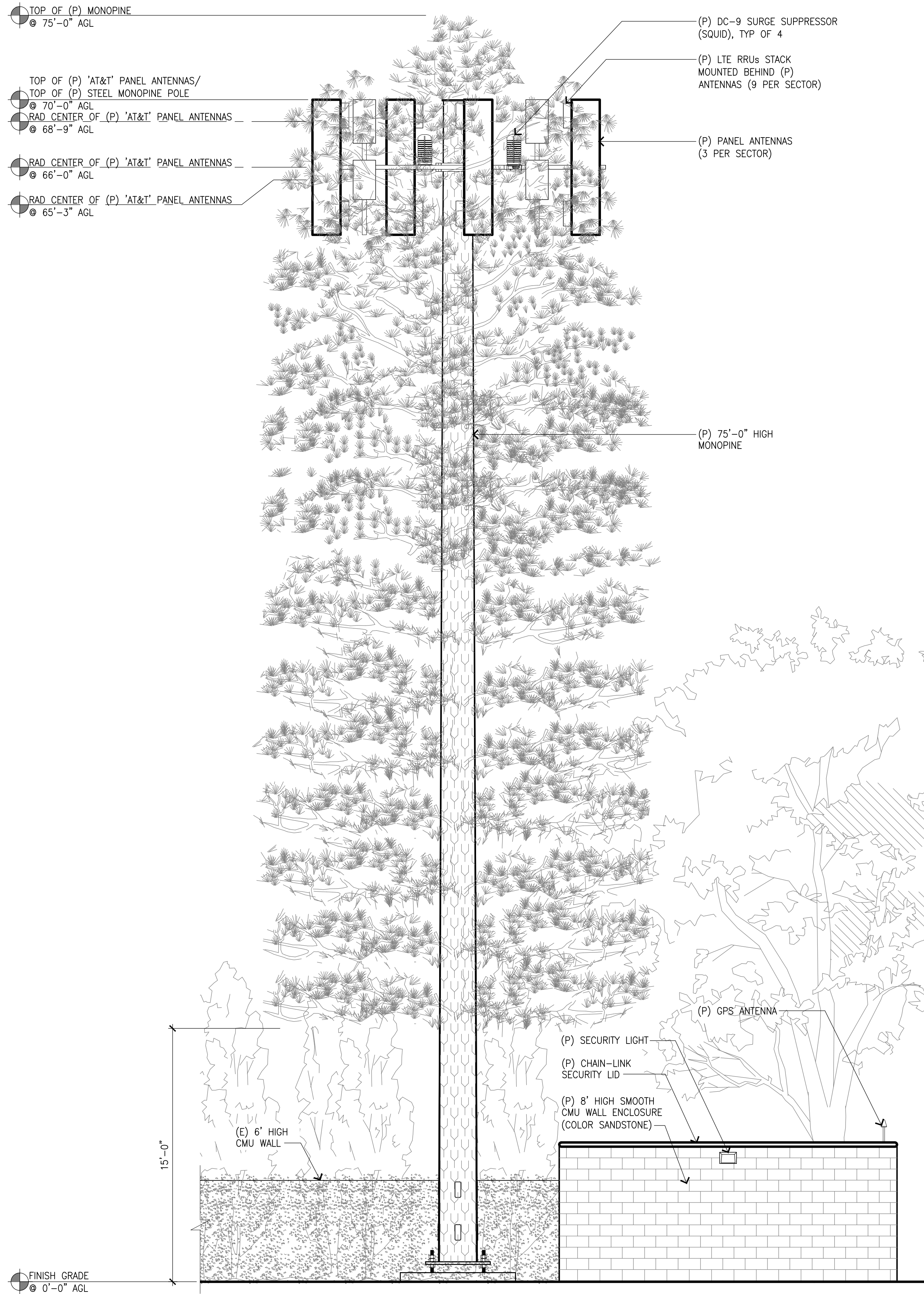
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CLL01400
MONTWOOD PARK
KNOTTINGTON DR. S & EAST MONTWOOD AVE.
LA HABRA, CA 90631
MONOPINE (INDOOR)

DRAWN BY: EMS
CHECKED BY: JS

SHEET TITLE:
LEASE AREA/ANTENNA PLAN AND ANTENNA/RRU SCHEDULE

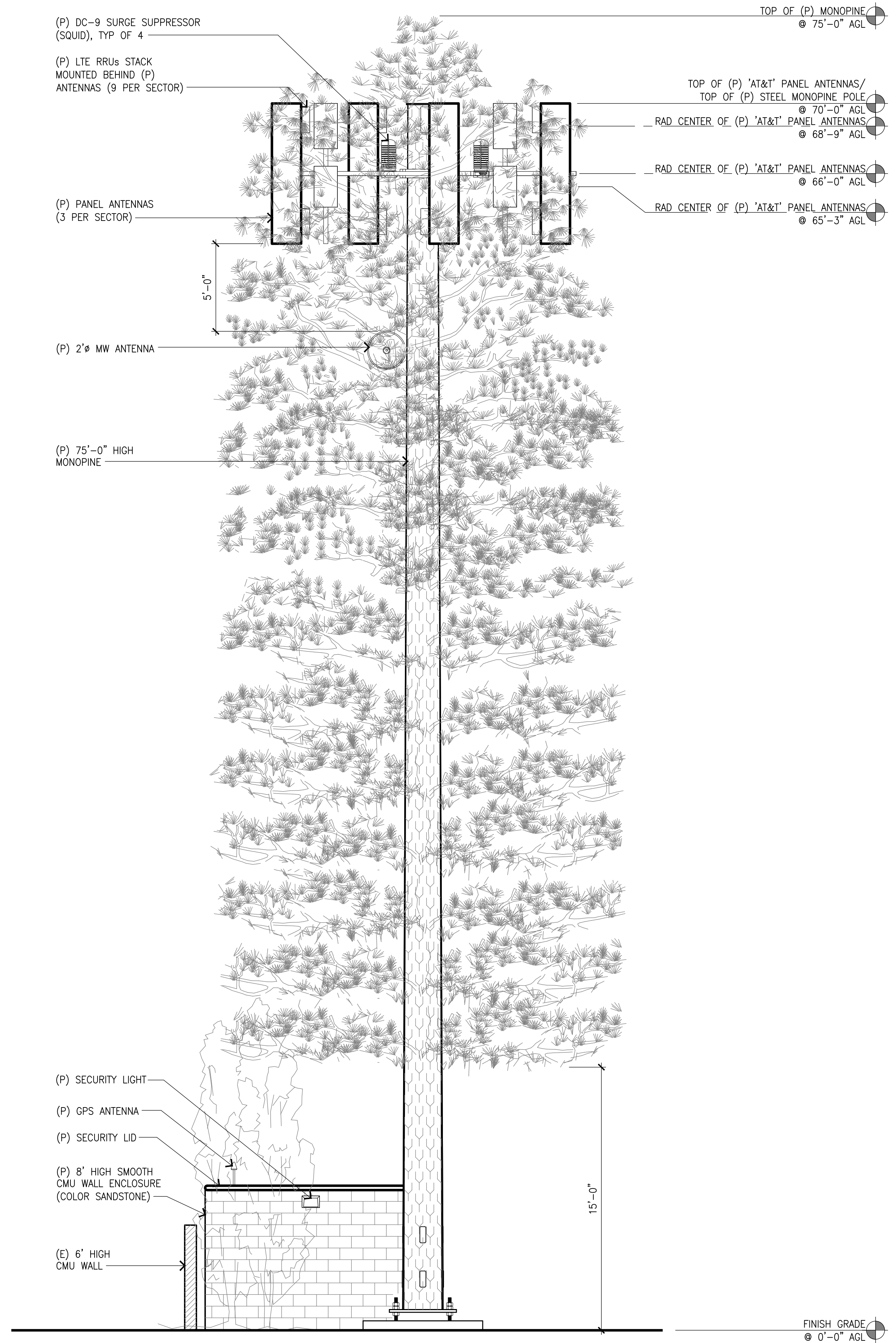
SHEET NUMBER:
A-2



SOUTH ELEVATION

SCALE:
1/4"=1'-0"

2



WEST ELEVATION

SCALE:
1/4"=1'-0"

1



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REV	DATE	DESCRIPTION
0	04/21/22	100% ZONING DRAWINGS
A	03/23/22	90% ZONING DRAWINGS

NOT TO BE USED FOR CONSTRUCTION

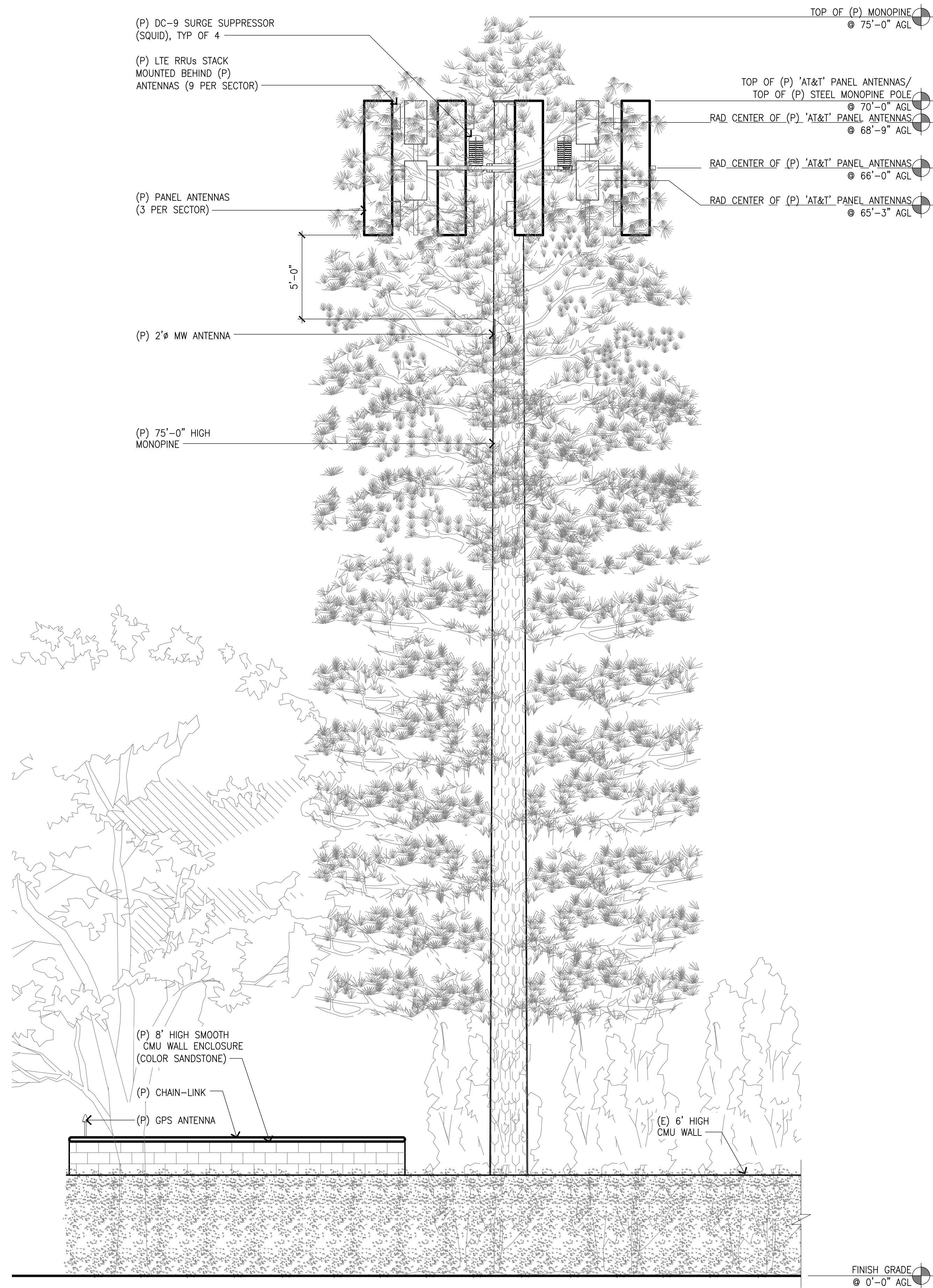
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CLL01400
MONTWOOD PARK
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LA HABRA, CA 90631
MONOPINE (INDOOR)

DRAWN BY: EMS	CHECKED BY: JS
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SHEET TITLE:
ELEVATIONS

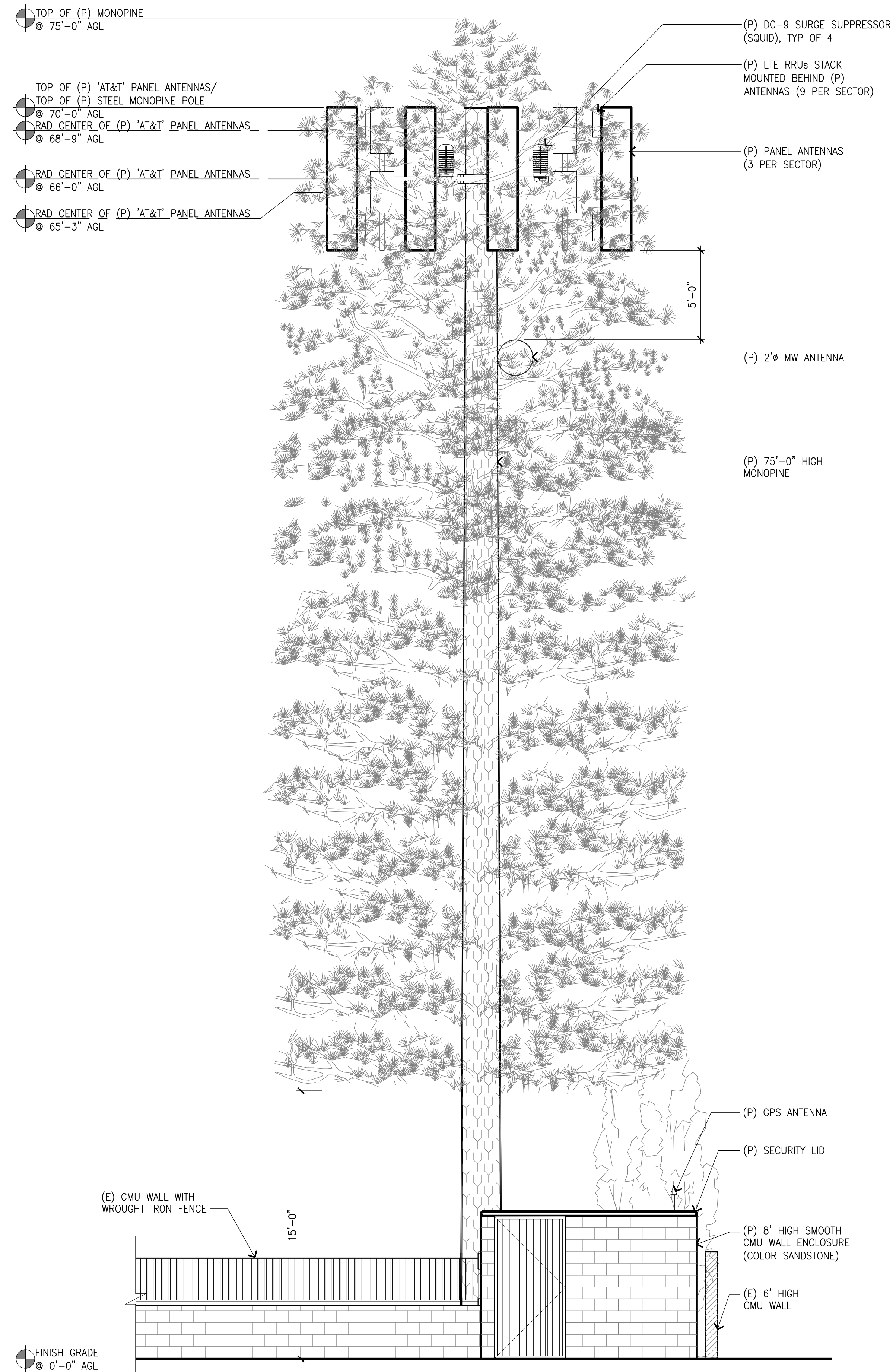
SHEET NUMBER:
A-3



NORTH ELEVATION

SCALE:
1/4"=1'-0"

2



EAST ELEVATION

SCALE:
1/4"=1'-0"

1



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4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

REV	DATE	DESCRIPTION
0	04/21/22	100% ZONING DRAWINGS
A	03/23/22	90% ZONING DRAWINGS

NOT TO BE USED FOR CONSTRUCTION

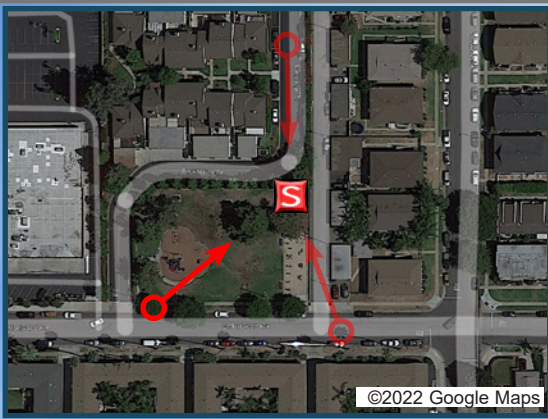
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CLL01400
MONTWOOD PARK
KNOTTINGTON DR. S & EAST MONTWOOD AVE.
LA HABRA, CA 90631
MONOPINE (INDOOR)

DRAWN BY: EMS	CHECKED BY: JS
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SHEET TITLE:
ELEVATIONS

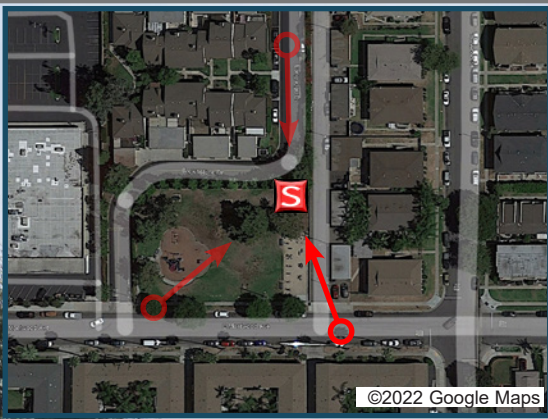
SHEET NUMBER:
A-4



EXISTING



PROPOSED LOOKING NORTHEAST FROM MONTWOOD AVENUE



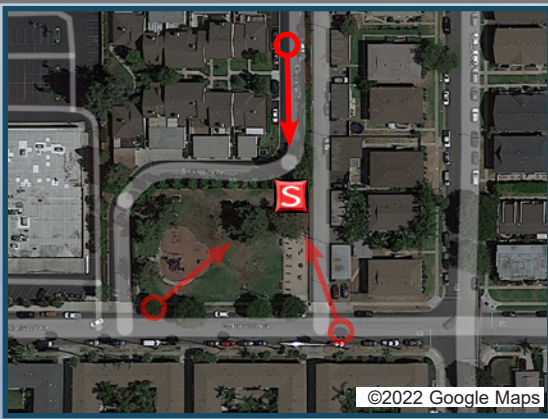
©2022 Google Maps



EXISTING



PROPOSED LOOKING NORTHWEST FROM MONTWOOD AVENUE



EXISTING



PROPOSED LOOKING SOUTH FROM LONGRIDGE DRIVE

Exhibit “C”

CONDITIONS OF OPERATION

Standard Condition 6.1 WIRELESS FACILITIES – 800 MHz FREQUENCY

The Lessee of the wireless communication facility shall, at all times, not prevent the Lessor from having adequate spectrum capacity on the City’s 800 MHz radio frequency. Failure to cease operation shall result in rehearing and consideration by the City Council for possible revocation of lease.

Standard Condition 6.2 WIRELESS FACILITIES – NOISE ORDINANCE

The Lessee of the wireless communication facility shall comply with the City’s Noise Ordinance at all times.

Standard Condition 6.3 WIRELESS FACILITIES - ABANDONMENT

The Lessee of the wireless community facility shall remove the system from the site within 30 days after Notice of Abandonment is given as per the requirements established in the La Habra Municipal Code.

Standard Condition 6.4 WIRELESS FACILITIES – STEALTHING

The Lessee shall provide final design plans for the screening of the antennas to the Director of Community and Economic Development for approval. The screening material shall match the texture and color of the existing surroundings.

Standard Condition 6.5 WIRELESS SERVICE PROVIDER – FCC REGULATIONS

The Lessee of the wireless communication facility shall comply with all rules and regulations established by the Federal Communications Commission (FCC) per Title 47 of the Code of Federal Regulations (CFR).

Standard Condition 6.6 WIRELESS SERVICE PROVIDER – INTERFERENCE

The property Lessee of the wireless communication facility shall cease operation immediately in the event that it is confirmed by a licensed radio engineer paid for by the operator and study conducted within 72 hours of notification of the problem that the facility is causing interference or disturbance with radio or television reception of residents. The wireless communication facility shall cease operation immediately in the event the facility conflicts with the City’s

communication facility. Failure to cease operation shall result in rehearing and consideration by the City Council for possible revocation of the lease.

Standard Condition 6.7 WIRELESS FACILITIES – PHYSICAL EXPANSION

The Lessee of the wireless communication facility shall process any proposed physical expansion of the facility greater than ten percent (10%) through a modification application, subject to the approval of the Director of Community and Economic Development.

Project Specific Condition 1.0

The Lessee shall, prior to the installation of the system, post a permanent sign listing a responsible contact name and telephone number at the site in case of an emergency or complaint with the system. The size and location shall be approved by the Director of Community and Economic Development or designee.

Project Specific Condition 2.0

The Lessee of the wireless communication facility shall coordinate all construction activity with the Director of Public Works or designee prior to commencement of construction and shall replace all damaged equipment and infrastructure within the park, as a result of the construction of the wireless communication facility, as determined by the Director of Public Works. This shall include, but not limited to, sod, irrigation systems, curbs, gutter and sidewalks. The contractor performing this work shall coordinate with the City Engineer and Director of Public Works prior to commencing said work.

Project Specific Condition 3.0

The Lessee shall maintain the property in a clean and orderly condition at all times and remove any graffiti from the site within forty-eight (48) hours of its discovery in matching colors to the existing facility.

Exhibit “D”

Memorandum of Lease Agreement

(See attached)

Exhibit "D"

MEMORANDUM OF LEASE

After recording return to: Misty Snowden
New Cingular Wireless PCS, LLC
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319
Re: Cell Site ID: CLL01400 / Montwood Park (CA)
Fixed Asset # 12844698

MEMORANDUM OF COMMUNICATIONS SITE LEASE AGREEMENT

THIS MEMORANDUM OF COMMUNICATIONS SITE LEASE AGREEMENT (herein "Memorandum") is made this _____ day of _____, 20___, by and between **City of La Habra, a California municipal corporation**, having an address of 110 E. La Habra Blvd, La Habra, California 90631-5437 (herein "Lessor") and, **New Cingular Wireless PCS LLC, a Delaware limited liability company**, having a principal office located at 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319 (herein "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Communications Site Lease Agreement dated _____, 20___, ("Agreement") whereby Lessor shall lease to Lessee the land described in **Exhibit "A"** attached hereto and made a part hereof, along with rights for access and utilities over and across the property. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for good and valuable consideration of the rents reserved and the covenants and conditions more particularly set forth in the Agreement, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Agreement provides in part that Lessor leases to Lessee a portion of the real property located at Montwood Park at 231 East Montwood Avenue (along Euclid Blvd), La Habra, CA 90631, consisting of approximately 240 square feet ("Premises") within the property of or under the control of Lessor which is legally described in **Exhibit "A"** attached hereto and made a part hereof.
2. Lessee shall lease the Premises from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Agreement, all upon the terms and conditions more particularly set forth in the Agreement for a term of five (5) years, commencing on June 17,

2024, which term is subject to five (5) additional five (5) year renewal periods.

3. The sole purpose of this instrument is to give notice of said Agreement and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Agreement contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

4. **Assignments or Transfers:** Lessee may assign or transfer the whole of Lessee's rights, obligations and duties under this Agreement without prior approval by Lessor to any of Lessee's partners, shareholders, members, subsidiaries, or affiliates, or to any entity **which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Land is located by reason of a merger, acquisition or other business reorganization.** Lessee shall not assign the whole of Lessee's rights, obligations and duties under this Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably delayed or withheld. In the event of approval of such assignment or transfer the assignee or transferee must assume in writing all of Lessee's obligations hereunder. **Notwithstanding** anything contrary contained in this **Agreement**, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this **Agreement** to any financing entity or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Lessee may assign, transfer or sublease any portion of Lessee's rights, duties or obligations under this Agreement only if 1) the assignee, transferee or sub lessee has obtained all necessary governmental approvals; 2) Lessor's approval(s) as required herein or by law; and 3) a separate lease with Lessor, for the assignee's, transferee's or sub lessee's occupation of the Premises. Co-location of similar services by other entities or providers, or the addition or modification of Lessee's Facilities for use by other entities or providers shall constitute assignment or sublease for purposes of this section and Section.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Agreement and any extensions thereof. All covenants and agreements of this Agreement shall run with the land described in **Exhibit "A"**.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

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

LESSOR:

City of La Habra, a California municipal corporation

By: _____
(Signature)

Print Name: _____
Title: _____

By: _____
(Signature)

Print Name: _____
Title: _____

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

STATE OF CALIFORNIA

COUNTY OF _____

On this _____ day of _____, 20____, before me, _____ (Notary) personally appeared _____ and _____, as _____ and _____, respectively, of the City of La Habra, a California municipal corporation, 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 who 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.

(NOTARY SEAL)

Notary Public
Print Name: _____
My Commission Expires: _____

WITNESSES:

LESSEE:

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

Print Name

Print Name

By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____ by _____, of New Cingular Wireless PCS LLC, a Delaware limited liability company on behalf of the company, who is personally known to me and did not take an oath.

(NOTARY SEAL)

Notary Public

Print Name: _____

My Commission Expires: _____