

Market: Los Angeles
Cell Site Number: LAC476
Cell Site Name: Manhattan Beach Ovly
Fixed Asset Number: 10085892

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by the City of Manhattan Beach, a California municipal corporation, having a mailing address of 1400 Highland Avenue, Manhattan Beach, CA 90266 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to Los Angeles Cellular Telephone Company, a California general partnership, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("Tenant").

BACKGROUND

A. Landlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit 1, improved with a structure (the "Structure"), together with all rights and privileges arising in connection therewith, located at 1400 Highland Avenue, in the City of Manhattan Beach, in the County of Los Angeles, State of California (collectively, the "Property"), as described on attached Exhibit 1. The Structure consists of the Manhattan Beach City Hall.

B. Landlord and Tenant (or its predecessor-in-interest) entered into a Building and Land Lease dated April 1st, 1994, as may have been amended previously, whereby Landlord leased to Tenant certain premises, therein described, that are a portion of the Property (hereinafter, collectively referred to as the "1994 Lease"), for use by Tenant in connection with its federally licensed communications business.

C. The term of the 1994 Lease expired on April 1, 2014 and Tenant has been in a month to month tenancy since such date, and Landlord has accepted Rent during such period.

D. Tenant desires to continue to use a portion of the Property in connection with its federally licensed communications business, and Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant:

(a) approximately four hundred and twenty-four (424) square feet of space on the roof of the Structure (which is inclusive of the Antenna Space defined in paragraph (c) below), including the air space above such rooftop space, and approximately one hundred and ninety-six (196) square feet of ground space, for a total of approximately six hundred and twenty (620) square feet, all as described and/or depicted on attached Exhibit 2, for the placement of Tenant's Communication Facility;

(b) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "Equipment Space");

(c) that certain space on the building's rooftop and/or façades, as depicted on attached Exhibit 2, where Tenant has installed its antennas and other equipment (collectively, the "Antenna Space"); and

(d) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "Connection Space"). Landlord agrees that Tenant shall have the right to replace and maintain connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property. Landlord further agrees that Tenant shall have the right to replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property.

(e) The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "Premises." The Premises are more particularly described and/or depicted on Exhibit 2, which consists of Sheets No. T-1, and Z-1 through Z-5. Exhibit 2 depicts the Premises and the Communication Facility (defined in Section 2) both as they exist as of the date of this Agreement, and as proposed to be modified by Tenant. All references in this Agreement to Exhibit 2 expressly exclude all references to or depictions of the "Enlarged Premises" and "Proposed Modified Communications Facility" on Exhibit 2.

(f) For purposes of this Agreement, the "Enlarged Premises" means the approximately 851.3 square foot area described and depicted on Sheet Z-2 of Exhibit 2.

(g) For purposes of this Agreement, the "Proposed Modified Communications Facility" means the facility described and depicted on Exhibit 2 as follows:

Sheet No. Z-2 - references to proposed vault, proposed ground mounted equipment, proposed cable tray, proposed antenna space, and total proposed lease space;

Sheet No. Z-3 - the Proposed Antenna Layout;

Sheet No. Z-4 - the Proposed North Elevation;

Sheet No. Z-5 - the Proposed East Elevation.

1.5 PROPOSED ENLARGED PREMISES AND MODIFIED COMMUNICATIONS FACILITY.

(a) Tenant proposes to modify the existing Communications Facility. The Proposed Modified Communications Facility is described in paragraph (g) of Section 1 of this Agreement.

(b) Tenant acknowledges that a telecom permit is required for the Modified Communications Facility, pursuant to Chapter 13.02 of the Municipal Code. Should Tenant obtain all required Government Approvals for the Proposed Modified Communications Facility prior to December 30, 2019, including a telecom permit, the City Manager shall execute the Addendum, in the form attached to this Agreement. The Addendum, upon its execution by the City Manager and an authorized representative of Tenant, will amend Section 1(a) of this Agreement (regarding the area of the Premises), and Section 4(a) (regarding the Rent). The Premises shall not include the Enlarged Premises, and Tenant shall have no right to commence construction of the Proposed Modified Communications Facility, until Tenant has obtained all required Government Approvals for the Proposed Modified Communications Facility and the City Manager has executed the Addendum.

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property. Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). If Exhibit 2 includes drawings of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 2. Tenant acknowledges that the placement of the Communication Facility on the roof of the Structure is limited by the roofing load, as reasonably determined by the Manhattan Beach Building Official, provided such determination is supported with reasonable documentation, such as a structural analysis report (or its equivalent).

(b) For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Any such use requires scheduling and coordination with the City's Facilities Supervisor, and shall be subject to any limitations and requirements reasonably imposed by the Facilities Supervisor, provided same are subject to, and not inconsistent with, the terms and conditions of this Agreement.

(c) Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to undertake any other appropriate means to secure the Premises at Tenant's expense.

(d) Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Premises in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(e) Tenant shall obtain all required Government Approvals (as defined in Section 5(a), including a telecommunications permit through the Community Development Department, if required by the City of Manhattan Beach municipal code, for all construction, installation, operation, modification, supplement, replacement, upgrade, expansion, increase, relocation, and other work authorized by paragraphs (a), (c), and (d) of this Section 2; and all such work must be expressly authorized by the Government Approvals.

3. TERM.

(a) The initial lease term will be five (5) years ("Initial Term"), commencing on the Effective Date (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5)-year term(s) (each five (5)-year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Landlord or Tenant, as the case may be, notifies the other party in writing of either Landlord or Tenant's, as the case may be, intention not to renew this Agreement at least twelve (12) months prior to the expiration of the Initial Term or then-existing Extension Term.

(c) If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, and any Holdover Term are collectively referred to as the Term ("Term").

4. RENT.

(a) Commencing on the Effective Date (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth day of each calendar month in advance Four Thousand Eight Hundred Thirty-seven and 64/100 Dollars (\$4,837.64) (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by five percent (5 %) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable

by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, telecom permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, engineering procedures, environmental investigation, or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. Any such tests or procedures require scheduling and coordination with the City's Facilities Supervisor, and shall be subject to any limitations and requirements reasonably imposed by the Facilities Supervisor, provided same are subject to, and not inconsistent with, the terms and conditions of this Agreement.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate. No such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in the following Sections of this Agreement: Section 5 Approvals, 6(a) Termination, 6(b) Termination, 8 Interference, 11(e) Environmental, 18 Condemnation and 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE; TEMPORARY RELOCATION.

(a) Tenant warrants that its use of the Premises will not interfere with existing radio frequency uses on the Property, including the existing radio frequency uses of the Manhattan Beach Fire Department and Police Department as of the Effective Date, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

(e) Tenant acknowledges that the Structure on the Property houses the Manhattan Beach City Hall, and that nearby structures house the Manhattan Beach Police and Fire Departments. Tenant further acknowledges that it has operated a Communication Facility on the Property since 1994. Tenant warrants that the existing use by Landlord of the City Hall, and of the Police Department and Fire Department facilities, will not result in "interference", as defined in paragraph (d) of this Section.

(f) Notwithstanding the preceding paragraphs in this Section, in the event the repair or replacement of any portion of the Premises is required, Tenant shall temporarily relocate the Communication Facility (or portion of the Communication Facility), as may be required by such repair or replacement until completion of the work of repair or replacement. Any such temporary relocation and reinstallation of the Communication Facility shall be at Tenant's cost and expense.

9. INDEMNIFICATION.

(a) Except for the sole negligence or willful misconduct of Landlord, Tenant shall defend, indemnify and keep and hold Landlord, including Landlord's officers, employees and agents, their successors and assigns, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of Tenant, sustained in, on or about the demised Premises or arising out of Tenant's use or occupancy thereof, as a proximate result of the acts or omissions of Tenant, its employees and agents, or its contractors, licensees, invitees or subtenants, their successors and assigns. Landlord shall, by appropriate, written notice to Tenant, advise Tenant as soon as practicable regarding any potential liability of Tenant under this Section.

(b) Landlord does not, and shall not, waive any rights that it may possess against Tenant because of the acceptance by Landlord, or the deposit with Landlord, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the costs, liabilities, damage or expense asserted against Landlord.

(c) Survival of Terms. Tenant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions,

mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that to the actual knowledge of Landlord, without investigation or inquiry, except as may be identified in Exhibit 11 attached to this Agreement and except for Hazardous Materials used or released by Tenant (if any), (i) the Property, as of the date of this Agreement, is free of Hazardous Materials, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activities conducted in or on the Property.

(b) For purposes of this Agreement, "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

(c) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of liabilities, claims, penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and

expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with Hazardous Materials prior to the Effective Date of this Agreement (except for Claims arising from Hazardous Materials brought onto the Property by Tenant), or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to defend and hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, Claims, payment of liabilities, penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from Hazardous Materials brought onto the Property by Tenant.

(d) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(e) In the event Tenant becomes aware of any Hazardous Materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's reasonable determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will promptly notify Landlord in writing, and Tenant will then have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS.

(a) At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will (subject to circumstances beyond Landlord's control and Landlord's rights as a governmental entity to limit access by the public to its streets from time to time) have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to the Property (exclusive of the interior of the Structure), from an open and improved public street to access the Property (in order to access the Premises), for the maintenance and operation of the Communication Facility in accordance with and subject to the terms of this Agreement.

(b) Tenant shall exercise such rights of access reasonably and shall not disturb other users or occupants of the Property. Upon Tenant's request, Landlord shall execute a letter granting Tenant access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section, such failure shall be a default under this Agreement. All such access shall be subject to any limitations and requirements reasonably imposed by the Facilities Supervisor, provided same are subject to, and not inconsistent with, the terms and conditions of this Agreement.

(c) Tenant shall exercise such rights of access reasonably and shall not unreasonably disturb other users or occupants of the Property. When feasible, access should be scheduled during

the period City Hall is closed for public business. To access the Premises, Tenant shall provide Landlord with prior written notice as follows:

(i) For installation of replacement equipment or upgrades to the Communication Facility: After receiving notice from Tenant, Tenant and Landlord will arrange a mutually convenient time for the installation of replacement equipment or upgrades to the Communication Facility, to the extent permitted by this Agreement.

(ii) For Routine Maintenance: Tenant shall provide at least seventy-two (72) hours' notice prior to entering the Premises to perform non-emergency routine maintenance or repairs to the Communication Facility. Notice shall be provided to the Facilities Supervisor at (310) 802-5316.

(d) For Emergency Work: If it is necessary to access the Premises and/or the Communication Facility to restore transmission or reception services, or for any other bona fide emergency, Tenant shall endeavor to contact the Facilities Supervisor at (310) 802-5316 to arrange access, and in the event Tenant is unable to make contact with the Facilities Supervisor, Tenant will notify the Facilities Supervisor as soon as practical after Tenant has accessed the Premises.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities, and shall restore the Property to its condition prior to installation of the Communication Facility, unless otherwise agreed by Landlord and Tenant. Any portions of the Communication Facility that Tenant does not remove within one hundred and twenty (120) days after the expiration or earlier termination of the Term shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, if Tenant fails to remove the Communication Facility within one hundred and twenty (120) days after the expiration or earlier termination of the Term, Tenant shall be liable to Landlord for all costs incurred by Landlord in causing the removal of the Communication Facility and restoring the Premises and other portions of the Property used by Tenant to its condition prior to installation of the Communication Facility. Tenant shall reimburse Landlord for all such costs within thirty (30) days of receipt by Tenant of an invoice and documentation in support thereof.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12)-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity, to the extent reasonably possible. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Any such temporary source of power must not disrupt other uses on the Property, including within the Structure. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure under clause (ii), however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant shall have the right with Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, to assign this Agreement to an entity with which Tenant may merge or consolidate, to any Affiliate (defined in Section 24(h)) of Tenant, or to a purchaser of substantially all of Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Except as set forth in the preceding sentence, Tenant shall not sublease all or any part of the Premises, or assign this Agreement in whole or in part without Landlord's written consent, which consent Landlord may grant or withhold in its sole and absolute discretion. Upon any assignment authorized by this Section 16, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement, to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: LAC476; Cell Site Name:
Manhattan Beach Ovly (CA)
Fixed Asset #: 10085892
575 Morosgo Drive
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Re: Cell Site #: LAC476; Cell Site Name:
Manhattan Beach (CA)
Fixed Asset #: 10085892
208 South Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Manhattan Beach
Attn: Finance Director
1400 Highland Avenue
Manhattan Beach, CA 90266

With a copy to: City of Manhattan Beach
Attn: City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266

The copy sent to the City Attorney is an administrative step which alone does not constitute legal notice.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant as soon as reasonably practicable. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY.

(a) Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis.

(b) If (i) Tenant does not exercise its right to terminate pursuant to paragraph (a), and (ii) Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed, to the extent such temporary facilities do not interfere with either the work of reconstruction or Landlord's use of the Property.

(c) Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(d) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(e) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Tenant shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Tenant shall also be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #LAC476; Cell Site Name: Manhattan Beach (CA)
Fixed Asset #: 10085892
575 Morosgo Drive
Atlanta, GA 30324

(f) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- (i) Old deed to Property
- (ii) New deed to Property
- (iii) Bill of Sale or Transfer
- (iv) Copy of current Tax Bill
- (v) New IRS Form W-9
- (vi) Completed and Signed AT&T Payment Direction Form
- (vii) Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. INTENTIONALLY OMITTED.

24. MISCELLANEOUS.

(a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) Memorandum/Short Form Lease. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as Exhibit 24b. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) Compliance with Law. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(d) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(f) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(h) Affiliates. All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) W-9. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(k) Execution/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(l) Attorneys' Fees. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to

recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(m) WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(n) Termination of 1994 Lease. As of the Effective Date of this Agreement the 1994 Lease is terminated in all respects and will have no further force or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"
CITY OF MANHATTAN BEACH,
a California municipal corporation

By: _____
Its: _____

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM



Quinn M. Barrow, City Attorney

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

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: James Stockney
Its: C&E Director
Date: 8/14/18

DOCUMENTATION OF AUTHORITY TO BIND TENANT TO THIS AGREEMENT REQUIRED.

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

APPROVED BY FINANCE DEPARTMENT:

By: 

Steve S. Charellan
Interim Finance Director

ACKNOWLEDGMENT

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

State of California
County of Orange

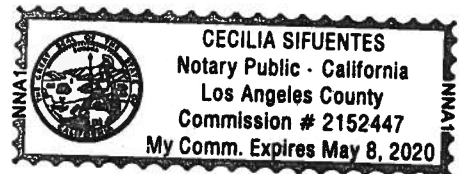
On August 14, 2018 before me, Cecilia Sifuentes - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Cecilia Sifuentes* (Seal)



TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public:
My Commission Expires:

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ the City of Manhattan Beach, the California municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY

Page 1 of 1

to the Structure Lease Agreement dated _____, 2018, by and between The City of Manhattan Beach, a California municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The land referenced to in this Agreement is situated in the State of California, County of Los Angeles, and described as follows:

Lots 39, 40, 41, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 64, 65, 66, 67, 68, 69, 70, 71, 73 and 74 of Tract No. 2541, in the City of Manhattan Beach, County of Los Angeles, State of California, as per map recorded in Book 24 Page 86 of Maps, in the office of the County Recorder of said County.

EXHIBIT 2
DESCRIPTION OF PREMISES

Page 1 of 7

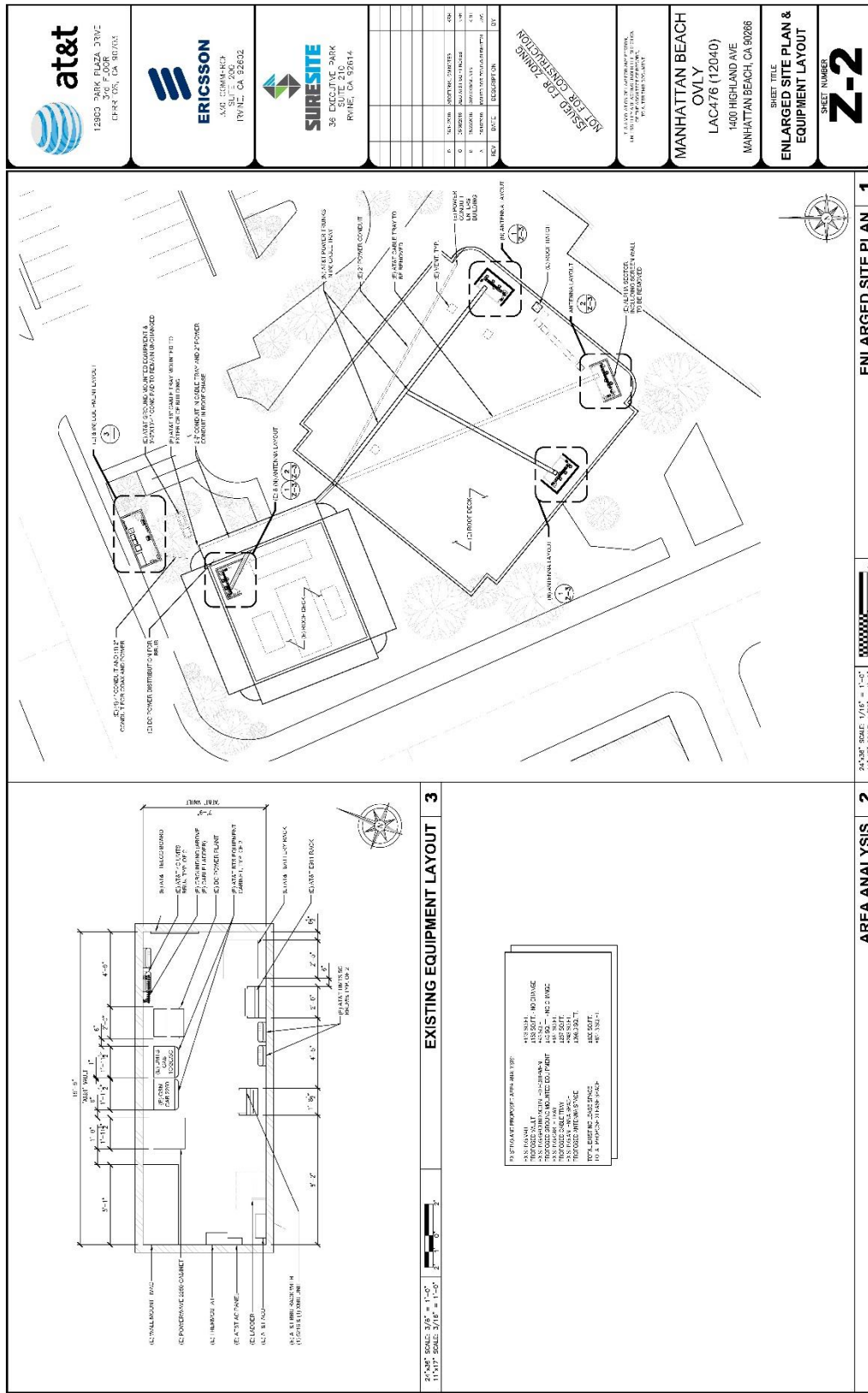
to the Structure Lease Agreement dated _____, 2018, by and between The City of Manhattan Beach, a California municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises, approximately 620 square feet in area, are described and/or depicted as shown on the drawings attached as part of this Exhibit 2, consisting of Sheet No. T-1, and Sheets No. Z-1 through Z-5, inclusive, but subject to the limitations set forth in Section 1 of the Structure Lease Agreement.

Upon execution of the Addendum to Structure Lease Agreement, as contemplated by Section 1.5 of the Agreement, the Premises shall include all of the approximately 851.3 square foot Enlarged Premises, as that term is defined in Section 1(f) of the Agreement.

Notes:

1. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.



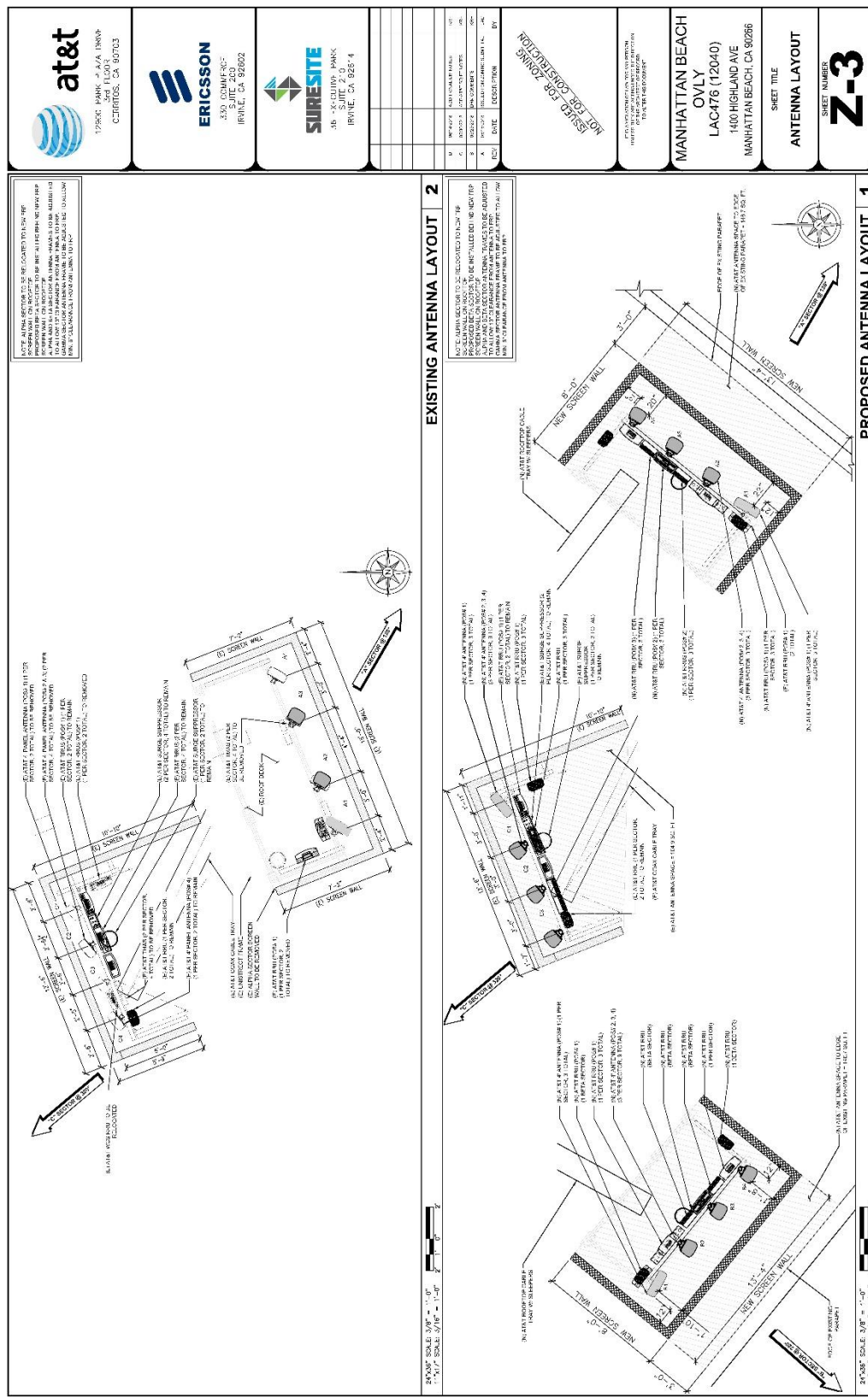




EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of Hazardous Materials except as follows:

1. Any substances kept or used in the ordinary course of business, such as cleaning supplies.
2. Asbestos.
3. Lead paint.

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff/Security Staff
Landlord, Tenant, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff:

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, seven day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Access pursuant to this letter is subject to the requirements of Section 12 and other provisions of the lease, including any limitations and requirements reasonably imposed by the City's Facilities Supervisor.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

When Recorded Return to:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive
Atlanta, GA 30324

APN: 4179-002-912

(Space Above This Line For Recorder's Use Only)

Cell Site No: LAC476

Cell Site Name: Manhattan Beach Ovly

Fixed Asset Number: 10085892

State: California

County: Los Angeles

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between the City of Manhattan Beach, a California municipal corporation, having a mailing address of 1400 Highland Avenue, Manhattan Beach, CA 90266 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("Agreement") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Term Commencement Date, with four (4) successive five (5)-year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

“LANDLORD”

City of Manhattan Beach,
a California municipal corporation

“TENANT”

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

By: _____
Its: _____

By: AT&T Mobility Corporation
Its: Manager

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM

Quinn M. Barrow, City Attorney

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____
the City of Manhattan Beach, the municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTIONS OF PROPERTY AND PREMISES

Page ____ of ____

to the Memorandum of Lease dated _____, 20____, by and between the City of Manhattan Beach, a California municipal corporation as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The **Property** is legally described as follows:

The land referenced to in the Agreement is situated in the State of California, County of Los Angeles, and described as follows:

Lots 39, 40, 41, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 64, 65, 66, 67, 68, 69, 70, 71, 73 and 74 of Tract No. 2541, in the City of Manhattan Beach, County of Los Angeles, State of California, as per map recorded in Book 24 Page 86 of Maps, in the office of the County Recorder of said County.

The **Premises** are described and/or depicted as follows:

ADDENDUM TO STRUCTURE LEASE AGREEMENT

THIS ADDENDUM TO STRUCTURE LEASE AGREEMENT ("Amendment") is effective as of _____, 201_, and upon that date amends the Structure Lease Agreement between the City of Manhattan Beach, a California municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant") dated _____, 2018 (the "Agreement").

A. Landlord and Tenant desire to enter into this Addendum pursuant to Section 1.5 of the Agreement, to memorialize Landlord's authorization for the "Proposed Modified Communication Facility" to be constructed and maintained on the Premises, and for the Premises to be expanded to consist of the "Enlarged Premises", as those terms are defined in Sections 1(f) and 1(g) of the Agreement.

B. Tenant has obtained a City Telecom Permit for the Proposed Modified Communication Facility, and represents that it has obtained all other required Governmental Approvals.

NOW THEREFORE, the parties agree as follows:

Section 1. Section 1(a) of the Agreement is hereby amended to read as follows:

"(a) approximately six-hundred and fifty-five (655) square feet of space on the roof of the Structure (which is inclusive of the Antenna Space defined in paragraph (c) below), including the air space above such rooftop space, and approximately one hundred and ninety-six (196) square feet of ground space, for a total of approximately eight hundred and fifty-one (851) square feet, all as described and/or depicted on attached Exhibit 2, for the placement of Tenant's Communication Facility;"

Section 2. Tenant is hereby authorized to construct, operate, and maintain the Proposed Modified Communications Facility on the Enlarged Premises, as those terms are defined in Sections 1(f) and 1(g) of the Agreement.

Section 3. Section 4 of the Agreement is hereby amended to add the following sentence at the end of paragraph (a):

"Commencing on the first day of the first full calendar month occurring after the date of the Addendum to this Agreement (the "Addendum Date"), the amount of the Rent shall be increased to Five Thousand Eight Hundred Five and 16/100 Dollars (\$5,805.16)."

Section 4. In the event of any conflict between this Addendum and provisions of the Agreement, the provisions of this Addendum shall control. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date above stated.

“LANDLORD”

City of Manhattan Beach,
a California municipal corporation

“TENANT”

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

By: _____
Its: _____

By: AT&T Mobility Corporation
Its: Manager

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM

Quinn M. Barrow, City Attorney

By: _____
Print Name: _____
Its: _____
Date: _____