

WIRELESS SERVICE FACILITY LAND LEASE AGREEMENT

This Land Lease Agreement ("Lease") is made and entered into this 18th day of July, 2006 ("Effective Date") by and between the City of Redlands, a municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant"). Landlord and Tenant are individually referred to herein as a "Party," and collectively as the "Parties."

PREAMBLE

- A. Landlord, for and in consideration of the rent to be paid by Tenant and for the covenants and provisions to be kept and performed by Tenant under this Lease, hereby leases to Tenant for Tenant's sole use, and the Tenant agrees to lease from Landlord an approximately (925) square foot portion (the "Site") of Landlord's property (the "Property") located at 500 North Dearborn Avenue (APN: 0170-302-06, 0170-302-17, 0170-302-18), Redlands, California 92374, as more particularly described in Exhibit "A" attached hereto. A copy of the plan of development of the Site to be leased by Tenant pursuant to the Lease is attached hereto as Exhibit "B."
- B. The Site is to be used for an antenna support structure and communication equipment for a personal communications Wireless Service Facility ("WSF"), using stealth treatment, as required pursuant to the Redlands Municipal Code.

AGREEMENT

Section 1. Intent of Parties. It is the intent of the Parties that Tenant will develop on the Property a WSF on the Site, as defined herein, by using stealth treatment, as required pursuant to the Redlands Municipal Code. Tenant shall apply for and obtain from Landlord a Conditional Use Permit ("CUP") from the City, pursuant to the Redlands Municipal Code, Chapter 18.178, "Wireless Service Facilities," as well as a Building Permit as a precondition to construction of the WSF.

Section 2. Site Change. If, after the execution hereof, Tenant and Landlord desire to change the location of the Site on the Property, said change in Site location may be made only upon the mutual written consent of the Parties, in which event final approval of the new Site location within the Property shall be made by Tenant and Landlord's City Manager (with concurrence of the City Attorney). Any such agreed upon

new Site location on the Property shall be evidenced by a written Memorandum of Understanding between the Parties as to the change in Site location and by amended Exhibits "A" and "B", all of which are to be attached to the Lease. No other agreement or formal amendment to this Lease in connection with such change in Site location shall be necessary.

Section 3. Term.

A. Pre-CUP.

Tenant hereby agrees to lease the Site from Landlord for the nominal rent of One Hundred Dollars (\$100.00) per month payable on the 1st day of each month pending the application for, and the approval of a CUP. The initial nominal rent payment shall be made within thirty (30) days of the Effective Date of this Lease. Prior to the approval of the CUP, the "Term" of this Lease shall mean the period beginning on the Effective Date of this Lease and ending on the date on which the CUP is approved. Upon approval of the CUP, the "Term" of this Lease shall automatically convert to that described in Section 2(B) below.

I. If Tenant fails to receive approval of a CUP from Landlord, or if Tenant fails to make application for a CUP within six (6) months of the Effective Date of this Lease, this Lease shall immediately terminate with no liability or responsibility by either Landlord or Tenant as to the other.

B. Post-CUP Approval

Upon approval of the CUP for Tenant's development of the Site, the "Term" of this Lease shall mean the five-year period beginning on the date of approval of the CUP ("Commencement Date"), as may be extended in accordance with the terms of this Section 2(B). During such term and commencing on the Commencement Date, Tenant shall pay rent in the amount of Two Thousand Eighty-Three Dollars (\$2,083.00) per month. On the Commencement Date, Tenant shall pay prorated rent for the month in which the Commencement Date occurs, based on the number of days remaining until the end of the month. Thereafter, Tenant shall pay rent on the first day of each month until the expiration or earlier termination of this Lease. Rent shall be paid to the City of Redlands or to such other person as Landlord may, from time to time designate by written notice delivered to Tenant. The Term (post-CUP) of this Lease shall be automatically extended for three (3) additional five (5) year terms unless: (a) Either Party provides, at least six (6) months prior to the end of the then-current term, written notice to the other of its intent to terminate this Lease or (b) this Lease is terminated as otherwise provided for herein. Rent shall increase every five (5) years on the anniversary of the Commencement Date by Eighteen Percent (18%).

Section 4. Use of Site. Subject to the conditions set forth in Conditional Use Permit No. 872 attached hereto and incorporated herein by reference as Exhibit "C" (or to be attached upon procurement of the CUP), during the Term of this Lease, the Site

shall be used by Tenant for the purpose of installing, removing, replacing, maintaining, modifying and operating, at its sole expense, the WSF, including, without limitation, related antennas, equipment, cable, wiring, fixtures, backup power sources (including generator and fuel storage tank) and, if applicable, an antenna structure. Landlord hereby grants Tenant a license for ingress and egress to and from the Property and access to the Site, for any utilities to reach the Property and for Tenant access to the Site, as shown on Exhibit "B." Tenant shall have access to the Site twenty-four (24) hours per day, seven days per week. Tenant shall use the Site in a manner which shall not unreasonably disturb Landlord's occupancy and use of the Property, Landlord's other existing Tenants, or visitors to the Property.

Section 5. As Is Condition Except as otherwise expressly stated herein, Tenant is leasing the Site in "AS IS" condition and Landlord does not represent that the Site is suitable for Tenant's intended use. Tenant is responsible to undertake such due diligence as it deems necessary to determine the condition and suitability of the Site.

Section 6. Title and Quiet Possession. Landlord represents and agrees that: (a) it is the owner of the Site; (b) it has the right to enter into this Lease; (c) the person signing this Lease has the authority to sign on behalf of Landlord; and (d) Tenant is entitled to access to and use of the Site as provided herein throughout the Term of this Lease, as may be extended. Notwithstanding the foregoing, in the event of any situation that poses an immediate threat of substantial harm to persons and/or property which requires entry onto the Site by Landlord, Landlord may enter the Site and take such actions as are required to protect individuals or personal property from such substantial harm or damage; provided, however, that promptly and no longer than forty-eight (48) hours after Landlord's entry onto the Site, Landlord shall give Tenant telephonic and written notice of Landlord's entry onto the Site. Landlord covenants that, so long as Tenant timely pays the rent and performs its covenants under this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Site.

Section 7. Assignment /Subletting. Subject to the conditions of the CUP, Tenant may sell, assign or transfer this Lease or sublet all or any portion of the Site at any time without Landlord's consent to: (a) any of Tenant's partners or parent firms and Tenant's and their affiliates and subsidiaries; (b) to any entity which acquires all or substantially all of Tenant'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; or (c) any entity which acquires or receives an interest in the majority of communication towers of Tenant in the market defined by the Federal Communications Commission in which the Property is located. Except as otherwise provided in this Section 7, Tenant shall not sell, assign or transfer this Lease or sublet all or any portion of the Site to any other party without the prior written consent of Landlord, which consent shall not be unreasonably withheld. In the event that Tenant attempts any

assignment, sublease or transfer requiring Landlord's consent without Landlord's prior written consent, such action shall be null and void.

Section 8. Notices. All notices shall be in writing and shall become effective three (3) days after deposit in the United States mail, certified and postage prepaid. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this Section.

Tenant:

Cingular Wireless LLC.
Attention: Network Real Estate Administration
Re: Cingular Wireless
Cell Site #: ES022-02;
Cell Site Name: City of Redlands Water Tank
6100 Atlantic Boulevard
Norcross, GA 30071

Landlord:

City of Redlands
Municipal Utilities Department
P.O. Box 3005
Redlands, CA 92373

Copy concurrently to:

Cingular Wireless LLC
Attn.: Legal Department
Re: Cingular Wireless
Cell Site #: ES022-02;
Cell Site Name: City of Redlands Water Tank
15 East Midland Avenue
Paramus, New Jersey 07652

Section 9. Improvements. Tenant may, at its sole expense, make any improvements on the Site as permitted by the CUP. Tenant may make substitutions, replacements, upgrades and modifications to its WSF; provided, however, that such improvements remain within the physical parameters of the Site and do not violate the provisions of the CUP.

Section 10. Compliance with Laws. Tenant shall comply with all applicable laws relating to Tenant's operation of the WSF and to Tenant's construction of improvements on the Site pursuant to the CUP.

Section 11. Interference. Tenant shall resolve interference problems with other equipment located at the Property at the time of its entry onto the Site or with any equipment that Tenant attaches to the Site at any date, if Tenant desires to add additional equipment to the Site. Landlord will not permit the use of the Property or the installation of any future equipment that results in interference problems with Tenant's then-existing

equipment, subject to the terms set forth herein. Landlord shall have the right to allow other third party providers to install equipment on the Property (other than at Site), provided that such new provider's use may not interfere with Tenant's operations at the Site. Tenant shall allow installation of equipment for use by the Landlord, or its agencies or departments ("New Equipment"). However, prior to installation of any New Equipment at the Property, Landlord shall give Tenant not less than thirty (30) days prior written notice, which notice shall include the technical specifications of the New Equipment proposed to be installed and its proposed location. Landlord shall use its best efforts to locate the New Equipment on the Property in such manner as to prevent any interference between the operation of Tenant's equipment and the proposed New Equipment. If, despite such efforts by Landlord, interference cannot be avoided, Tenant may terminate this Lease by giving Landlord thirty (30) days prior written notice of termination. Tenant shall pay rent on a prorated basis until Tenant removes the WSF from the Site.

Section 12. Utilities. Landlord grants Tenant the right to obtain electrical and telephone service for the operation of its WSF and shall have the right to install, operate and maintain such utilities in the location designated in Exhibit "B" and pursuant to the CUP attached as Exhibit "C" (or to be attached upon the procurement of the CUP). Tenant shall pay for all utilities it uses at the Site. Landlord will cooperate, to the extent allowed by law, with Tenant's efforts to obtain utilities from any location provided by Landlord or the serving utility, and will sign any license agreement or other instrument reasonably required by the utility company and reasonably acceptable to Landlord; provided, however, that Landlord shall not incur any cost or expense therefore unless such costs are reimbursed therefore by Tenant.

Section 13. Termination.

A. Tenant may terminate this Lease at any time upon thirty (30) days prior notice to Landlord without further liability if: (i) Tenant does not obtain all permits, consents, licenses, non-disturbance agreements or other approvals (collectively, "Approvals") reasonably desired by Tenant or required from any governmental authority or any third party and related to or reasonably necessary to operate the WSF system, or any such Approvals are canceled, expire or are withdrawn or terminated; (ii) Landlord fails to have ownership of the Site or authority to enter into this Lease; (iii) Landlord violates or defaults on any of its obligations under this Lease or breaches any of its representations, warranties or covenants in this Lease; or (iv) Tenant, for any reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent shall be retained by Landlord, unless termination is pursuant to (i), (ii) or (iii) above, in which case all prepaid rents shall be returned promptly to Tenant.

B. If Landlord, in its reasonable and sole discretion, determines that the use of the Site by Tenant is impairing or hindering Landlord in its principle use of the Property so that continued use by Tenant is determined not to be in Landlord's best

interest, and Landlord delivers to Tenant written notice of the impairment and provides Tenant a reasonable period, not to exceed ninety (90) days from the date such notice is delivered, within which to cure said impairment, and such impairment or hindrance is not timely cured or Tenant informs Landlord that it is unable to cure said impairment within such 90-day period, Landlord may, without further liability, immediately terminate this Lease upon ten (10) days prior written notice to Tenant. Upon termination, all prepaid rent, as prorated by use, shall be returned to Tenant, up to a maximum of six (6) months of the then-current rent. Tenant shall be allowed to remove all of its personal property, including its equipment, cabling and antennas, and return the Site to its pre-Lease condition. Notwithstanding the foregoing, prior to exercising such termination right, Landlord and Tenant shall meet and confer in good faith and use reasonable endeavors to develop and implement solutions that may allow Tenant's use to continue upon the Site or elsewhere upon the Property. The Landlord agrees not to terminate this lease within the First Term of the agreement.

C. Notwithstanding the foregoing, upon expiration or termination of this Lease and the written consent of Tenant, which such consent shall not be unreasonably withheld, Landlord shall have the right to purchase Tenant's antenna structure, but not any of Tenant's other communication equipment, facilities or improvements, for the then-current fair market value of the antenna structure. Fair market value shall be as agreed upon between the parties prior to Landlord's purchase. If the parties cannot agree upon a price within thirty (30) days after Tenant's receipt of Landlord's notice to exercise the option to purchase, each party shall pick an appraiser at its own cost. These two appraisers will select a third appraiser. This appraiser's fees shall be shared by the parties. The final price shall be determined by the agreement of a majority of the three appraisers. The purchase shall be made within ninety (90) days of the determination of the final price, unless otherwise agreed by Landlord and Tenant. Landlord shall exercise its option to purchase by giving Tenant written notice within thirty (30) days after the termination or expiration of this Lease. If Landlord fails to give notice of exercise of the option to purchase the antenna structure within said 30 days, Landlord's purchase option shall immediately and irrevocably terminate and be of no further force and effect, and Tenant shall remove the antenna structure as required under this Lease. If Landlord exercises the option to purchase the antenna structure, upon payment of the final price by Landlord, Tenant shall transfer the antenna structure to Landlord in its "AS-IS, WHERE-IS" condition, without any representation or warranty from Tenant, pursuant to a separate purchase agreement and Tenant shall thereafter be relieved of any and all responsibility or liability with respect to the existence or condition of the antenna structure. Landlord shall have the right to assign the foregoing right to purchase the antenna structure to another user of the antenna structure, which assignment shall be in writing, with a copy provided to Tenant.

D. Removal/Restoration. All portions of the WSF installed on 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 the Term. Landlord agrees that no part of the WSF constructed, erected or placed on the Property by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Property will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Footings, foundations, and concrete shall be removed to a depth of three-feet (3') below grade. Tenant shall restore the Property to its condition at the Effective Date of this Lease, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Property any underground utilities. Notwithstanding the foregoing, Tenant shall, within ninety (90) days of expiration, cancellation or termination of this Lease, or upon the lack of consent to the sale of the antenna structure to the Landlord, remove its building(s), antenna structure(s), footings, fixtures and all personal property and shall otherwise restore the Site to its original condition existing as of the Effective Date, reasonable wear and tear excepted.

Section 14. Default. If either party is in default under this Lease for a period of: (a) fifteen (15) days following receipt of notice of default from the non-defaulting party with respect to a default which may be cured solely by the payment of money; or (b) thirty (30) days following receipt of notice of default from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Lease may not be terminated if the defaulting party commences action to cure the default within such thirty day period and proceeds with due diligence to fully cure the default, and cures no later than ninety (90) days from the notice of default.

Section 15. Indemnity. Landlord and Tenant shall indemnify, defend and hold each other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to the extent any claims or losses arise from the sole negligence or intentional misconduct of the indemnified party. The obligations under this section shall survive the expiration or termination of this Lease.

Section 16. Hazardous Substances. Landlord represents that no substance, chemical or waste (collectively, "Hazardous Substance") exists on or under the Property including the Site, that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use

any such Hazardous Substance on the Site in violation of any applicable law. Landlord and Tenant shall each hold the other harmless and indemnify the other from, and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, except to the extent such noncompliance is caused by the other party. Landlord shall hold harmless, indemnify and defend Tenant for all claims or losses, including all costs and expenses, relating to any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused solely by the Tenant, in which event Tenant shall hold harmless, indemnify and defend Landlord for all costs and expenses, including attorneys' fees for said sole negligence of Tenant.

Section 17. Taxes. Tenant shall be responsible for all real and personal property taxes assessed directly upon the Site and arising from its use of the WSF on the Site.

Section 18. Insurance. Tenant shall procure and maintain commercial general liability insurance, with limits of not less than Three Million Dollars (\$3,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Landlord prior to Tenant's occupancy of the Site. Landlord shall be named as an additional insured under the insurance policies required of Tenant, and such insurance shall be primary with respect to Landlord and non-contributing to any insurance or self-insurance maintained by Landlord as with respect to any liability arising solely in connection with the Site. Such policy shall provide that cancellation will not occur without at least thirty (30) days prior written notice to Landlord. Insurance requirements shall be reviewed by Landlord and adjusted by Landlord, in Landlord's reasonable and sole discretion, on every five-year anniversary date of this Lease. Tenant shall provide any new certificates of insurance with new limits of liability coverage within thirty (30) days of notice by Landlord to Tenant.

Section 19. Maintenance. Tenant shall be responsible for repairing and maintaining the WSF and any other improvements installed by Tenant at the Site in a proper operating and safe condition; provided, however, if any such repair or maintenance is required due to acts of Landlord, its agents or employees, Landlord shall reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. Landlord will maintain

and repair all other portions of the Property of which the Site is a part in a proper operating and reasonably safe condition.

Section 20. Possessory Interest. In accordance with California Revenue and Tax Code Section 107.6, Landlord hereby notifies Tenant that the interest created by this Lease may be subject to property taxation and Tenant may be subject to the payment of a property/possessory interest tax levied on such interest. Tenant shall be solely responsible for the payment of such taxes and shall defend, indemnify and hold Landlord harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

Section 21. Miscellaneous.

A. This Lease applies to and binds the successors and assigns of the Parties to this Lease;

B. This Lease shall be governed by and construed in accordance with the laws of the State of California;

C. This Lease (including the Exhibits) constitutes the entire agreement of the Parties as to the subject matter hereof, and supersedes all prior written and verbal agreements, representations, promises and understandings between the Parties. Any amendments to this Lease shall be in writing and executed by the Parties;

D. If any provision of this Lease is determined by a court of competent jurisdiction invalid or unenforceable, to the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law unless such invalidity or unenforceability materially affects the purpose and reasons of the Parties for entering into this Lease; and

E. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to costs and any other relief, be entitled to recovery of its reasonable attorneys' fees, including fees for in-house counsel of the Parties at rates prevailing in San Bernardino County, California.

Section 22. Recordation. In entering into this Lease, Tenant and Landlord acknowledge and agree that, among other things, it is the express intention of the parties that any and all other persons and/or potential successors in interest and assigns of Tenant have actual and constructive notice of Tenant's obligations under, and the benefits and burdens of, this Lease. Therefore, the Parties agree to execute a Memorandum of WSF Site Agreement (Exhibit "D"), which shall be recorded by Tenant in the official records of the County of San Bernardino. Said Memorandum shall be recorded prior to

commencement of construction. The cost of the recording of this Memorandum shall be paid for by Tenant.

Section 23. Subordination and Non-Disturbance. At Landlord's option, this Lease shall be subordinate to any mortgage or other security interest given by Landlord which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Site as long as Tenant is not in default of this Lease. Landlord and Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, Landlord will, immediately after this Lease is executed, obtain and furnish to Tenant, a non-disturbance agreement from for each such mortgage or other security interest in recordable form. In the event that Landlord defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Tenant, may, at its sole option and without obligation, cure or correct Landlord's default and upon doing so, Tenant shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and Tenant shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease the sums paid by Tenant to cure or correct such defaults.

Section 24. Destruction of Site. If the Site or Property is destroyed, or damaged so as to hinder Tenant's effective use of the Site, Lessee shall have the option to attempt to correct the damage, in which event Landlord shall make available to Tenant within five (5) days a temporary site on the Property (or on other property owned or controlled by Landlord) that is mutually agreeable to both Landlord and Tenant and suitable for Tenant's use. Tenant may construct, operate, and maintain substitute Wireless Service Facilities thereon until the original Wireless Service Facilities are fully restored and operational on the Premises. Rent shall abate in full during any time that Tenant is unable to operate Wireless Service Facilities on the Property. Alternatively, Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying Landlord no more than 30 days following the date of damage or destruction.

Section 25. Condemnation. If a condemning authority takes all or a portion of the Property, which taking renders the Site unsuitable for Tenant's use, then Tenant may terminate this Lease 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. Sale of all or part of the Site to a purchaser with the power of eminent domain in the face of exercise of such power shall be treated as a taking by the condemning authority.

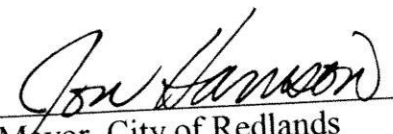
Section 26. Pre-Construction Testing. Tenant shall have the right (but not the obligation) at any time following the full execution of this Lease, to enter the Site for the

purposes of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Site for the WSF and for the purpose of preparing for the construction of the WSF. During any Tests or pre-construction work, Tenant will have insurance as set forth in this Lease. Tenant will notify Landlord of any proposed Test or pre-construction work and will coordinate the scheduling of the same with Landlord. If Tenant determines that the Site is unsuitable for Tenant's contemplated use, then Tenant will notify Landlord and this Lease will terminate.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their seals the day and year first above written.

LANDLORD:

City of Redlands,
a municipal corporation

By: 
Mayor, City of Redlands
Jon Harrison

Date: July 18, 2006

Attest as to Mayor's signature:


City Clerk, Lorrie Poyzer

Date: July 18, 2006

TENANT:

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

By: 
Name: Martha Ventura
Title: Executive Director, Network Ops Greater LA

Date: 7/10/06

Attest as to signature:

Title:
Name:

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION:

THE LAND SHOWN HEREON IS SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 15 AS LAID DOWN IN THE PLAT OR MAP OF THE CHICAGO COLONY RESERVATION, AS SURVEYED AND PLATTED T.M. PARSONS SURVEYOR, AND ON RECORD WITH THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY AND BEING ALSO PART OF BLOCK 77 OF THE SAN BERNARDINO RANCHO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF DEARBORN STREET 447.90 FEET SOUTH OF THE INTERSECTION OF THE CENTERLINE OF DEARBORN STREET AND TERRACE AVENUE;
THENCE LEAVING SAID CENTERLINE AND RUNNING SOUTH 89°44'40" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 63°29'00" EAST, 105.10 FEET;

THENCE NORTH 52°00'00" EAST, 105.39 FEET;

THENCE NORTH 89°45'10" EAST, 586.19 FEET;

THENCE SOUTH 11°11'38" WEST, 518.56 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, WHOSE RADIUS IS 5460.00 FEET, THE RADIAL OF SAID CURVE BEARS NORTH 19°15'22" EAST FROM SAID POINT;

THENCE MOVING NORTHWESTERLY ALONG SAID CURVE, AT AN ANGLE OF 02°39'36", A DISTANCE OF 253.49 FEET;

THENCE TANGENT TO SAID CURVE NORTH 68°05'02" WEST, 457.81; THENCE NORTH 00°15'20" WEST, 134.37 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 268,765.20 SQ. FEET = 6.17 ACRES

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-1" AND BY THIS REFERENCE MADE A PART HEREOF.

THE FOLLOWING PARCELS LIE WITHIN THE HEREIN ABOVE DESCRIBED LAND AND ARE HEREBY DESCRIBED AS FOLLOWS:

PARCEL 1 (LEASE AREA):

BEGINNING AT THE SAID CENTERLINE INTERSECTION OF DEARBORN STREET AND TERRACE AVENUE, AS SHOWN ON SAID PLAT;

THENCE ALONG SAID CENTERLINE OF DEARBORN STREET SOUTH 00°15'20"E 505.91 FEET TO A POINT HEREAFTER DESCRIBED AS POINT "A";

THENCE LEAVING SAID CENTERLINE AND RUNNING NORTH 89°44'40" EAST A DISTANCE OF 91.61 FEET; THENCE SOUTH 64°07'23" EAST, 164.45 FEET;

THENCE SOUTH 75°23'30" EAST, 128.17 FEET;

THENCE SOUTH 40°07'10" EAST, 51.96 FEET;

THENCE SOUTH 90°00'00" EAST, 35.07 FEET;

THENCE SOUTH 45°00'00" EAST, 2.65 FEET TO THE TRUE POINT OF BEGINNING;

THENCE EAST, 45.72 FEET; THENCE SOUTH, 18.50 FEET;
THENCE WEST, 50.00 FEET; THENCE NORTH, 18.50 FEET; THENCE EAST, 4.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 925 SQ. FEET = 0.02 ACRES CALCULATED
ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-1" AND BY THIS REFERENCE MADE A PART HEREOF.



REVISIONS

#	DATE	DESCRIPTION	BY
1	1/20/08	ADDED METES & BOUNDS DESC.	CW
2	2/10/08	REVISED PER PLAN CHECK COMMENTS	CW
3	3/01/08	REVISED PER PLAN CHECK COMMENTS	CW

LEGAL DESCRIPTION SITE NO. ES0079-01 DEARBORN RESERVOIR LEASE AREA UTILITY & ACCESS EASEMENTS	cingular WIRELESS 12900 PARK PLAZA DRIVE CERRITOS, CA 90703	PREPARED BY: BERT HAZE AND ASSOCIATES, INC. LAND SURVEYING & MAPPING 3188 AIRWAY AVE. SUITE K1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	SHEET 1 OF 4 SHEETS WRITTEN: 01/20/08 BY: CWW CHECKED: BH JOB# 300.081
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EXHIBIT "A"

PARCEL 2 (UTILITY EASEMENT):

A STRIP OF LAND 2.00 FEET IN WIDTH, BEING 1.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE ABOVE MENTIONED POINT "A";
THENCE NORTH 89°44'40" EAST A DISTANCE OF 91.61 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 64°07'23" EAST, 164.45 FEET; THENCE SOUTH 75°23'30" EAST, 128.17 FEET;
THENCE SOUTH 40°07'10" EAST, 51.96 FEET; THENCE WEST, 24.04 FEET; THENCE NORTH 40°07'10"
WEST, 13.03 FEET; THENCE, RETRACING THE PREVIOUS DESCRIBED LINE TO A POINT HEREIN AFTER,
SOUTH 40°07'10" EAST, 13.03 FEET; THENCE EAST, 59.11 FEET; THENCE SOUTH 45°00'00" EAST, 2.65
FEET TO THE NORTH LINE OF THE BEFORE MENTIONED PARCEL 1.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS, THE NORTH LINE OF PARCEL 1 AND ALL UTILITY FACILITIES.

CONTAINS 836 SQ. FEET = 0.02 ACRES CALCULATED

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-2" AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL 3 (ACCESS EASEMENT):

A STRIP OF LAND 15.00 FEET IN WIDTH, BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT ABOVE MENTIONED POINT "A"; THENCE SOUTH 00°15'20" EAST, 59.39
FEET; THENCE NORTH 89°44'40" EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 68°36'08" EAST, 32.43 FEET; THENCE SOUTH 68°36'08" EAST, 60.97
FEET; THENCE SOUTH 67°28'25" EAST, 100.00 FEET; THENCE SOUTH 67°45'10" EAST,
100.01 FEET; THENCE SOUTH 68°36'55" EAST, 54.35 FEET TO THE BEGINNING OF A
TANGENT CURVE CONCAVE NORTHWESTERLY, WHOSE RADIUS IS 19.50 FEET IN LENGTH;
THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH AN ANGLE OF 94°34'40" A
DISTANCE OF 32.19 FEET; THENCE NORTH 16°48'24" EAST, 48.54 FEET TO THE
BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, WHOSE RADIUS IS 19.50
FEET IN LENGTH; THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH AN ANGLE OF
92°35'17" A DISTANCE OF 31.51 FEET; THENCE SOUTH 70°36'19" EAST, 5.34 FEET TO
THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS IS
19.50 FEET IN LENGTH; THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH AN
ANGLE OF 60°59'48" A DISTANCE OF 20.76 FEET; THENCE SOUTH 09°36'31" EAST,
10.95 FEET TO SAID NORTHERLY LINE OF PARCEL 1.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS, THE NORTH LINE OF PARCEL 1, AND THE EASTERLY LINE OF DEARBORN STREET.

CONTAINS 8970.0 SQ. FEET = 0.16 ACRES CALCULATED



ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-3" AND BY THIS REFERENCE MADE A PART HEREOF.

REVISIONS

#	DATE	DESCRIPTION	BY
1	7/26/08	ADDED METES & BOUNDS DESC.	CH
2	8/16/08	REVISED PER PLAN CHECK COMMENTS	CH
3	8/21/08	REVISED PER PLAN CHECK COMMENTS	CH
4	8/25/08	REVISED ACCESS EASEMENT	CH

5 8/29/08 REVISED PER PLAN CHECK COMMENTS CH

LEGAL DESCRIPTION SITE NO. ES0079-01 DEARBORN RESERVOIR LEASE AREA UTILITY & ACCESS EASEMENTS	 WIRELESS 12900 PARK PLAZA DRIVE CERRITOS, CA 90703	BERT HAKE AND ASSOCIATES, INC. LAND SURVEYING & MAPPING 3188 AIRWAY AVE. SUITE K1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	SHEET 2 OF 4 SHEETS WRITTEN: 01/20/08 BY: CWW CHECKED: BH JOB# 300.081
--	---	---	---

EXHIBIT "A-1"

SCALE: 1" = 100'

N11°11'38"E
518.56'

N89°45'10"E
586.19'

LINE	LENGTH	BEARING
L1	91.61	N89°44'40"E
L2	505.91	N00°15'20"W
L3	58.39	N00°15'20"W
L4	30.00	N89°44'40"E
L5	105.10	N83°28'00"E
L6	134.37	N00°15'20"W
L7	105.39	N82°00'00"E
L8	32.43	N88°38'08"W
L9	100.00	N87°28'28"W
L10	60.97	N88°38'08"W
L11	100.01	N87°45'10"W
L12	54.35	N88°38'56"W
L13	48.54	N18°48'24"E
L14	24.04	N80°00'00"W
L15	13.03	N40°07'10"W
L16	51.98	N40°07'10"W
L17	5.34	N70°38'18"W
L18	10.95	N08°38'31"W
L19	2.65	N45°00'00"W
L20	35.07	N90°00'00"W
L21	4.28	N90°00'00"W
L22	18.50	N00°00'00"E
L23	45.72	N90°00'00"W
L24	50.00	N90°00'00"W
L25	18.50	N00°00'00"E
L26	128.17	N75°23'30"W
L27	164.45	N84°07'23"W
L28	30.00	N89°44'40"E

CURVE	LENGTH	RADIUS
C1	32.19	18.50
C2	31.51	19.50
C3	20.78	19.50

TPOB

R=5460.00
L=253.49'

MILL CREEK ZANJA
HERRINGTON DRIVE



TPOB

POINT "A"

N00°15'20"W 447.90'

DEARBORN STREET

REVISIONS

#	DATE	DESCRIPTION	BY
1	1/28/06	ADDED METERS & SOUNDING MARK	CH
2	5/10/06	REVISED PER PLAN CHECK COMMENTS	CH
3	5/11/06	REVISED PER PLAN CHECK COMMENTS	CH
4	5/26/06	REVISED PER PLAN CHECK COMMENTS	CH

LEGAL DESCRIPTION

SITE NO. ES0079-01
DEARBORN RESERVOIR

LEASE AREA
UTILITY & ACCESS
EASEMENTS

cingular WIRELESS

12900 PARK PLAZA DRIVE
CERRITOS, CA 90703

BERT HAZE

AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING

3188 AIRWAY AVE. SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

SHEET

3

OF 4 SHEETS

WRITTEN: 01/20/06

BY: CWW

CHECKED: BH

JOB# 300.081

EXHIBIT "A-2"

SCALE: 1" = 100'

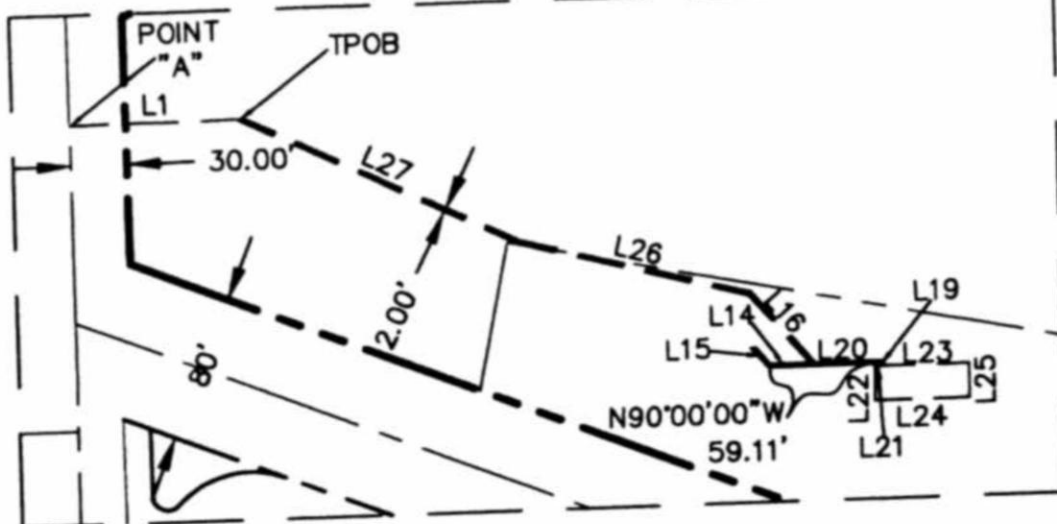
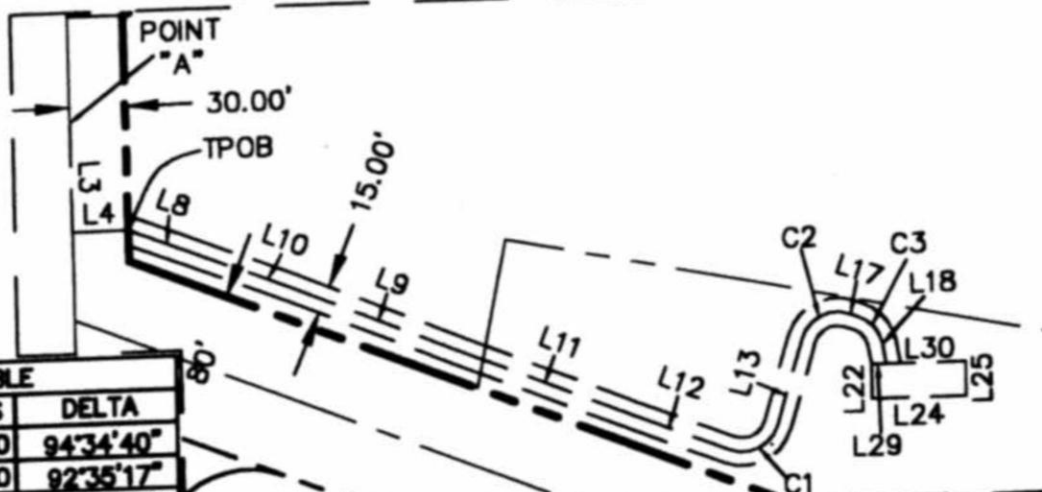


EXHIBIT "A-3"



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	32.19	19.50	94°34'40"
C2	31.51	19.50	92°35'17"
C3	20.76	19.50	60°59'48"

LINE TABLE		
LINE	LENGTH	BEARING
L1	91.81	N89°44'40"E
L2	505.91	N00°15'20"W
L3	59.39	N00°15'20"W
L4	30.00	N89°44'40"E
L5	105.10	N63°29'00"E
L6	134.37	N00°15'20"W
L7	105.39	N52°00'00"E
L8	32.43	N68°36'08"W
L9	100.00	N67°28'25"W
L10	60.97	N68°36'08"W
L11	100.01	N67°45'10"W
L12	54.35	N68°36'55"W

L13	48.54	N16°48'24"E
L14	24.04	N90°00'00"W
L15	13.03	N40°07'10"W
L16	51.98	N40°07'10"W
L17	5.34	N70°38'19"W
L18	10.95	N09°38'31"W
L19	2.65	N45°00'00"W
L20	35.07	N90°00'00"W
L21	4.28	N90°00'00"W
L22	18.50	N00°00'00"E
L23	45.72	N90°00'00"W
L24	50.00	N90°00'00"W
L25	18.50	N00°00'00"E
L26	128.17	N75°23'30"W
L27	164.45	N64°07'23"W
L28	30.00	N89°44'40"E
L29	7.61	N90°00'00"W
L30	42.56	N90°00'00"W

REVISIONS

#	DATE	DESCRIPTION	BY
1	1/20/06	ADDED METES & BOUNDS DESC.	CW
2	3/16/06	REVISED PER PLAN CHECK COMMENTS	CW
3	3/16/06	REVISED PER PLAN CHECK COMMENTS	CW
4	3/16/06	REVISED ACCESS EASEMENT	CW

LEGAL DESCRIPTION

SITE NO. ES0079-01
DEARBORN RESERVOIR

LEASE AREA
UTILITY & ACCESS
EASEMENTS

cingular

WIRELESS

12900 PARK PLAZA DRIVE
CERRITOS, CA 90703

BERT HAZE

AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING

3188 AIRWAY AVE. SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

SHEET

4

OF 4 SHEETS

WRITTEN: 01/20/06

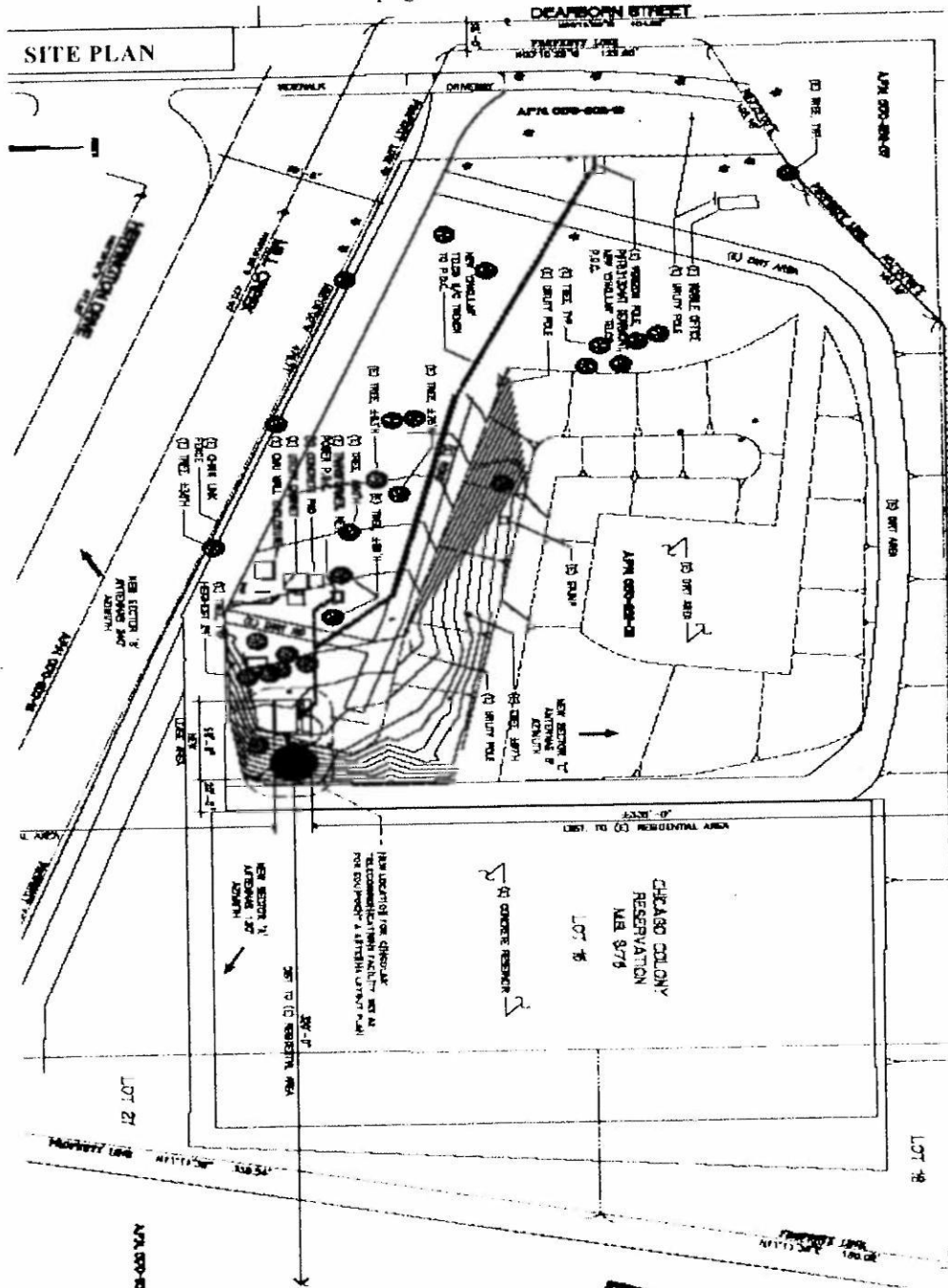
BY: CWW

CHECKED: BH

JOB# 300.081

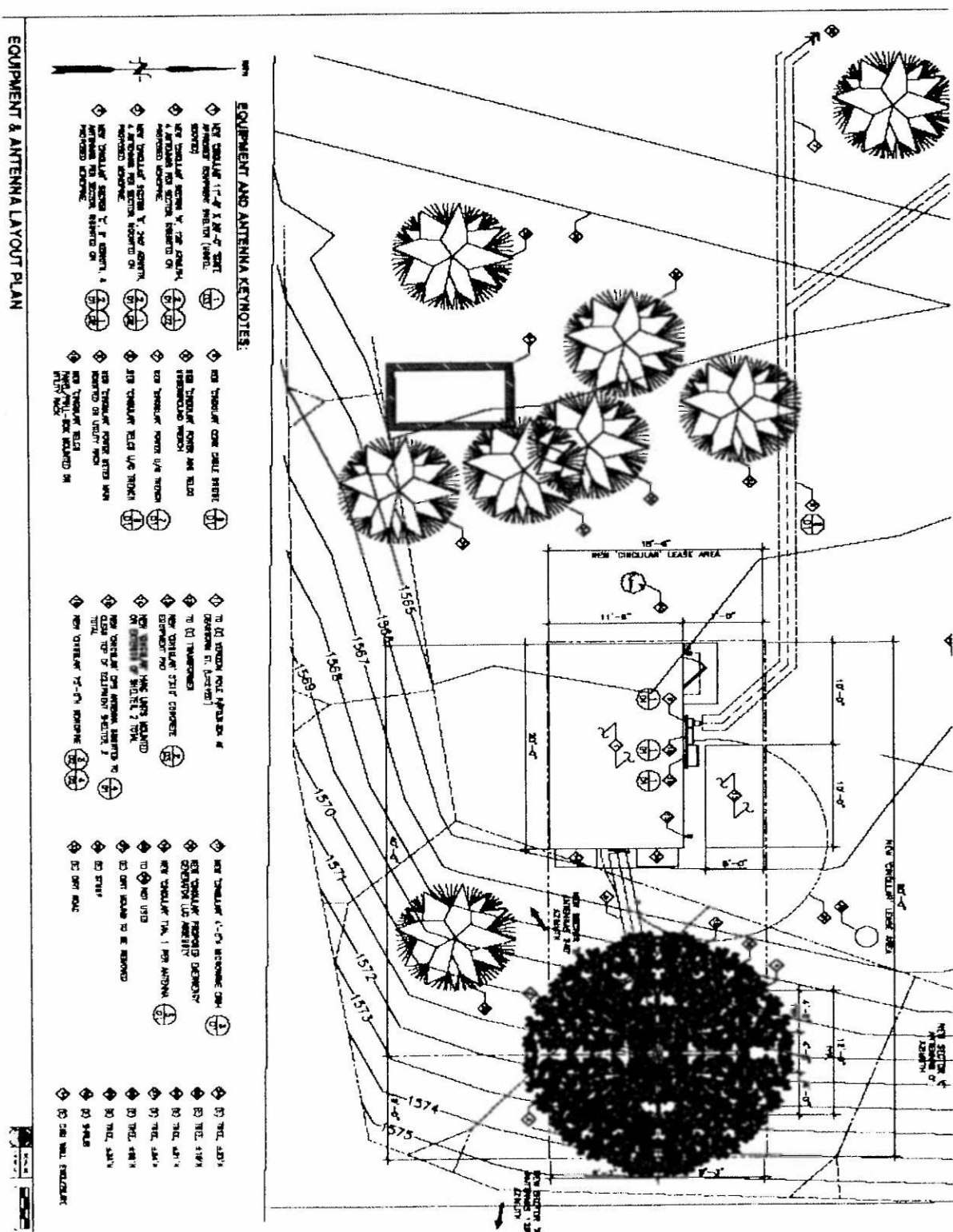
EXHIBIT "B"
TO
DESCRIPTION OF LEASED SITE
Page 1 of 3

Plans/drawings describing the leased Site and location of electrical and telephone utility routes consisting of 3 pages attached hereto.



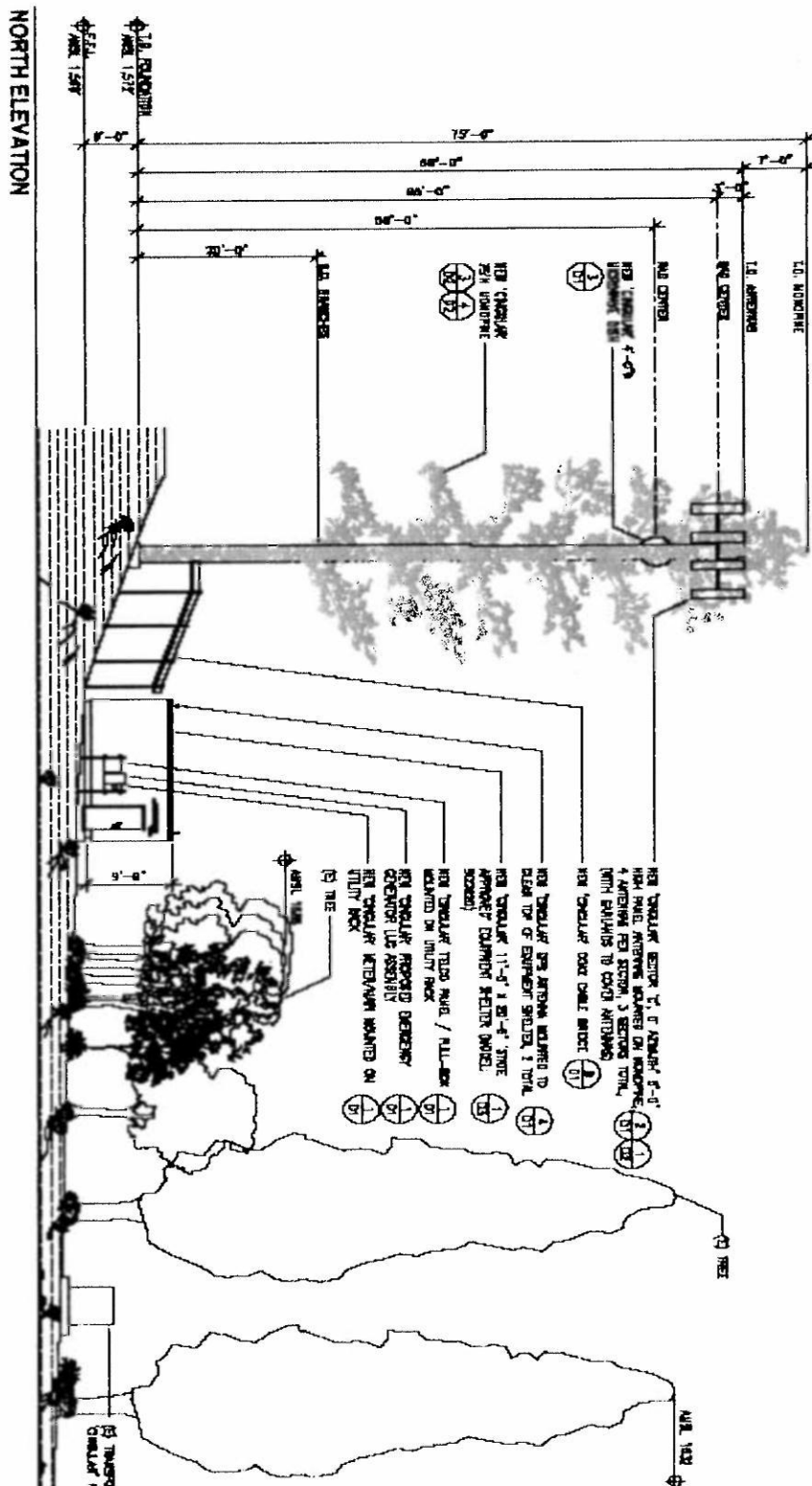
Landlord's Initials _____
Tenant's Initials _____

EXHIBIT "B"
Page 2 OF 3



Landlord's Initials
Tenant's Initials

EXHIBIT "B"
Page 3 OF 3



Landlord's Initials _____
 Tenant's Initials _____

EXHIBIT "C"
TO
WIRELESS SERVICE FACILITY LAND LEASE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
NEW CINGULAR WIRELESS PCS, LLC

TENANT'S CONDITIONAL USE PERMIT

Conditional Use Permit No. 872 Tenant's Conditional Use Permit issued by the City of Redlands consisting of _____pages attached hereto.

The Conditional Use Permit will be attached after this lease is signed upon issuance of the Conditional use Permit by the City to Tenant.

Landlord Initials _____

Tenant Initials _____

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

EXHIBIT "D"
TO
WIRELESS SERVICE FACILITY LAND LEASE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
NEW CINGULAR WIRELESS PCS, LLC

When Recorded Return To:

Cingular Wireless
Attn. Legal Department
15 East Midland Avenue
Paramus, NJ 07652

Re: Cell Site # ES0079-01
Cell Site Name: City of Redlands Dearborn Reservoir
State: California
County: San Bernardino

APN: 0170-302-06, 0170-302-17, 0170-302-18

Space Above This Line For Recorder's Use Only

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 18th day of July, 2006, by and between the City of Redlands, a municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant"). Landlord and Tenant are individually referred to herein as a "Party," and collectively as the "Parties."

1. Landlord and Tenant entered into a certain Lease Agreement ("Lease") on the 18th day of July, 2006, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial Lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Lease, with four (4) successive five (5) year options to renew.
3. The property being leased to Tenant (the "Property") is described in **Exhibit A** 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.

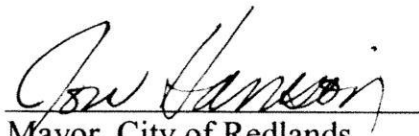
LANDLORD:

City of Redlands,
a municipal corporation

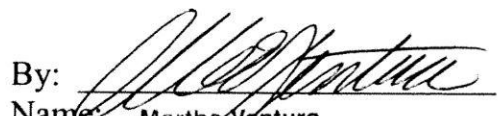
TENANT:

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

By:


Mayor, City of Redlands
Jon Harrison

By:

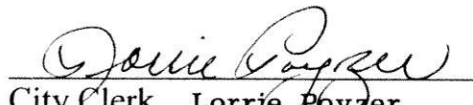

Name: Martha Ventura
Title: Executive Director, Network Ops Greater LA

Date: July 18, 2006

Date: 7/10/06

Attest as to Mayor's signature:

Attest as to signature:


City Clerk, Lorrie Poyzer

Name:

Title:

Date: July 18, 2006

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on July 18, 2006, before me, Teresa Ballinger, Assistant City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Jon Harrison and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK

By: Teresa Ballinger
Teresa Ballinger, Assistant City Clerk
(909)798-7531

~~~~~  
**CAPACITY CLAIMED BY SIGNER(S)**

☐ **Individual(s) signing for oneself/themselves**

☐ **Corporate Officer(s)**

Title(s) \_\_\_\_\_

Company \_\_\_\_\_

☐ **Partner(s)**

Partnership \_\_\_\_\_

☐ **Attorney-In-Fact**

Principal(s) \_\_\_\_\_

☐ **Trustee(s)**

Trust \_\_\_\_\_

☒ **Other**

Title(s): Mayor and City Clerk

Entity Represented: City of Redlands, a municipal corporation

~~~~~

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Memorandum of Lease

Signer(s) Other Than Named Above: Martha Ventura, Executive Director, Network Ops Greater LA; New Cingular Wireless PCS, LLC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

} ss

On July 10, 2006

Date

before me, Michael Van Lam

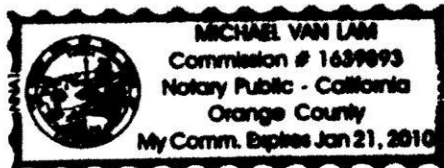
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Martha Ventura

Name(s) of Signer(s)

☒ personally known to me☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



WITNESS my hand and official seal.

Signature of Notary Public
OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s) _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here

EXHIBIT "A"
TO
WIRELESS SERVICE FACILITY LAND LEASE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
NEW CINGULAR WIRELESS PCS, LLC

DESCRIPTION OF PROPERTY

APN #: 0170-302-06, 0170-302-17, 0170-302-18

to the Memorandum of Lease dated July 18, 2006, by and the City of Redlands, a municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant"). Landlord and Tenant are individually referred to herein as a "Party," and collectively as the "Parties."

Landlord owns certain property with an address of 500 N. Dearborn Avenue, Redlands, California 92374 hereinafter identified as the "Property," legally described as follows:

EXHIBIT "A" Description of property consisting of 4 pages attached hereto:

EXHIBIT "A"

LEGAL DESCRIPTION:

THE LAND SHOWN HEREON IS SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 15 AS LAID DOWN IN THE PLAT OR MAP OF THE CHICAGO COLONY RESERVATION, AS SURVEYED AND PLATTED T.M. PARSONS SURVEYOR, AND ON RECORD WITH THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY AND BEING ALSO PART OF BLOCK 77 OF THE SAN BERNARDINO RANCHO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF DEARBORN STREET 447.90 FEET SOUTH OF THE INTERSECTION OF THE CENTERLINE OF DEARBORN STREET AND TERRACE AVENUE;
THENCE LEAVING SAID CENTERLINE AND RUNNING SOUTH 89°44'40" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 63°29'00" EAST, 105.10 FEET;

THENCE NORTH 52°00'00" EAST, 105.39 FEET;

THENCE NORTH 89°45'10" EAST, 586.19 FEET;

THENCE SOUTH 11°11'38" WEST, 518.56 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, WHOSE RADIUS IS 5460.00 FEET, THE RADIAL OF SAID CURVE BEARS NORTH 19°15'22" EAST FROM SAID POINT;

THENCE MOVING NORTHWESTERLY ALONG SAID CURVE, AT AN ANGLE OF 02°39'36", A DISTANCE OF 253.49 FEET;

THENCE TANGENT TO SAID CURVE NORTH 68°05'02" WEST, 457.81; THENCE NORTH 00°15'20" WEST, 134.37 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 268,765.20 SQ. FEET = 6.17 ACRES

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-1" AND BY THIS REFERENCE MADE A PART HEREOF.

THE FOLLOWING PARCELS LIE WITHIN THE HEREIN ABOVE DESCRIBED LAND AND ARE HEREBY DESCRIBED AS FOLLOWS:

PARCEL 1 (LEASE AREA):

BEGINNING AT THE SAID CENTERLINE INTERSECTION OF DEARBORN STREET AND TERRACE AVENUE, AS SHOWN ON SAID PLAT;

THENCE ALONG SAID CENTERLINE OF DEARBORN STREET SOUTH 00°15'20"E 505.91 FEET TO A POINT HEREAFTER DESCRIBED AS POINT "A";

THENCE LEAVING SAID CENTERLINE AND RUNNING NORTH 89°44'40" EAST A DISTANCE OF 91.61 FEET; THENCE SOUTH 64°07'23" EAST, 164.45 FEET;

THENCE SOUTH 75°23'30" EAST, 128.17 FEET;

THENCE SOUTH 40°07'10" EAST, 51.96 FEET;

THENCE SOUTH 90°00'00" EAST, 35.07 FEET;

THENCE SOUTH 45°00'00" EAST, 2.65 FEET TO THE TRUE POINT OF BEGINNING;

THENCE EAST, 45.72 FEET; THENCE SOUTH, 18.50 FEET;

THENCE WEST, 50.00 FEET; THENCE NORTH, 18.50 FEET; THENCE EAST, 4.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 925 SQ. FEET = 0.02 ACRES CALCULATED.

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-1" AND BY THIS REFERENCE MADE A PART HEREOF.



REVISIONS

#	DATE	DESCRIPTION	BY
1	1/20/08	ADDED METES & BOUNDING DECS.	CW
2	2/19/08	REVISED PER PLAN CHECK COMMENTS	CW
3	3/11/08	REVISED PER PLAN CHECK COMMENTS	CW

LEGAL DESCRIPTION

SITE NO. ES0079-01
DEARBORN RESERVOIR

LEASE AREA
UTILITY & ACCESS
EASEMENTS

X cingular
WIRELESS

12900 PARK PLAZA DRIVE
CERRITOS, CA 90703

PREPARED BY:

BERT HAZE
AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING

3188 AIRWAY AVE. SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

SHEET

1

OF 4 SHEETS

WRITTEN: 01/20/08

BY: CWW

CHECKED: BH

JOB# 300.081

EXHIBIT "A"

PARCEL 2 (UTILITY EASEMENT):

A STRIP OF LAND 2.00 FEET IN WIDTH, BEING 1.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE ABOVE MENTIONED POINT "A";
THENCE NORTH 89°44'40" EAST A DISTANCE OF 91.61 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 64°07'23" EAST, 164.45 FEET; THENCE SOUTH 75°23'30" EAST, 128.17 FEET;
THENCE SOUTH 40°07'10" EAST, 51.96 FEET; THENCE WEST, 24.04 FEET; THENCE NORTH 40°07'10"
WEST, 13.03 FEET; THENCE, RETRACING THE PREVIOUS DESCRIBED LINE TO A POINT HEREIN AFTER,
SOUTH 40°07'10" EAST, 13.03 FEET; THENCE EAST, 59.11 FEET; THENCE SOUTH 45°00'00" EAST, 2.65
FEET TO THE NORTH LINE OF THE BEFORE MENTIONED PARCEL 1.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL
ANGLE POINTS, THE NORTH LINE OF PARCEL 1 AND ALL UTILITY FACILITIES.

CONTAINS 836 SQ. FEET = 0.02 ACRES CALCULATED

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-2" AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL 3 (ACCESS EASEMENT):

A STRIP OF LAND 15.00 FEET IN WIDTH, BEING 7.5 FEET ON EACH SIDE OF THE
FOLLOWING DESCRIBED LINE:

BEGINNING AT ABOVE MENTIONED POINT "A"; THENCE SOUTH 00°15'20" EAST, 59.39
FEET; THENCE NORTH 89°44'40" EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 68°36'08" EAST, 32.43 FEET; THENCE SOUTH 68°36'08" EAST, 60.97
FEET; THENCE SOUTH 67°28'25" EAST, 100.00 FEET; THENCE SOUTH 67°45'10" EAST,
100.01 FEET; THENCE SOUTH 68°36'55" EAST, 54.35 FEET TO THE BEGINNING OF A
TANGENT CURVE CONCAVE NORTHWESTERLY, WHOSE RADIUS IS 19.50 FEET IN LENGTH;
THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH AN ANGLE OF 94°34'40" A
DISTANCE OF 32.19 FEET; THENCE NORTH 16°48'24" EAST, 48.54 FEET TO THE
BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, WHOSE RADIUS IS 19.50
FEET IN LENGTH; THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH AN ANGLE OF
92°35'17" A DISTANCE OF 31.51 FEET; THENCE SOUTH 70°36'19" EAST, 5.34 FEET TO
THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS IS
19.50 FEET IN LENGTH; THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH AN
ANGLE OF 60°59'48" A DISTANCE OF 20.76 FEET; THENCE SOUTH 09°36'31" EAST,
10.95 FEET TO SAID NORTHERLY LINE OF PARCEL 1.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO
INTERSECT AT ALL ANGLE POINTS, THE NORTH LINE OF PARCEL 1, AND THE
EASTERLY LINE OF DEARBORN STREET.

CONTAINS 6970.0 SQ. FEET = 0.16 ACRES CALCULATED



REVISIONS

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-3" AND BY THIS
REFERENCE MADE A PART HEREOF.

#	DATE	DESCRIPTION	BY
1	1/20/06	ADDED METES & BOUNDS DESC.	CW
2	5/18/06	REVISED PER PLAN CHECK COMMENTS	CW
3	6/01/06	REVISED PER PLAN CHECK COMMENTS	CW
4	6/15/06	REVISED ACCESS EASEMENT	CW
5	9/28/06	REVISED PER PLAN CHECK COMMENTS	CW

LEGAL DESCRIPTION SITE NO. ES0079-01 DEARBORN RESERVOIR	X cingular WIRELESS 12900 PARK PLAZA DRIVE CERRITOS, CA 90703	BERT HAZE AND ASSOCIATES, INC. LAND SURVEYING & MAPPING 3188 AIRWAY AVE. SUITE K1 COSTA MESA, CALIFORNIA 92626 714 557-1587 OFFICE 714 557-1588 FAX	SHEET 2 OF 4 SHEETS WRITTEN: 01/20/06 BY: CWW CHECKED: BH JOB# 300.081
LEASE AREA UTILITY & ACCESS EASEMENTS			

EXHIBIT "A-1"

SCALE: 1" = 100'

N11°11'38"E
518.56'

LINE	LENGTH	BEARING
L1	91.81	N89°44'40"E
L2	505.91	N00°15'20"W
L3	59.39	N00°15'20"W
L4	30.00	N89°44'40"E
L5	105.10	N83°28'00"E
L6	134.37	N00°15'20"W
L7	105.39	N52°00'00"E
L8	32.43	N88°38'08"W
L9	100.00	N87°28'28"W
L10	60.97	N88°38'08"W
L11	100.01	N87°45'10"W
L12	54.36	N88°38'56"W
L13	48.54	N18°48'24"E
L14	24.04	N90°00'00"W
L15	13.03	N40°07'10"W
L16	51.98	N40°07'10"W
L17	5.34	N70°38'18"W
L18	10.95	N08°38'31"W
L19	2.85	N45°00'00"W
L20	35.07	N90°00'00"W
L21	4.28	N90°00'00"W
L22	18.50	N00°00'00"E
L23	45.72	N90°00'00"W
L24	50.00	N90°00'00"W
L25	18.50	N00°00'00"E
L26	128.17	N75°23'30"W
L27	184.45	N84°07'23"W
L28	30.00	N89°44'40"E

CURVE	LENGTH	RADIUS
C1	32.19	19.50
C2	31.51	19.50
C3	20.78	19.50



REVISIONS

#	DATE	DESCRIPTION	BY
1	1/20/08	ADDED METES & BOUNDS DESC.	CW
2	5/10/08	REVISED PER PLAN CHECK COMMENTS	CW
3	6/11/08	REVISED PER PLAN CHECK COMMENTS	CW
4	6/25/08	REVISED PER PLAN CHECK COMMENTS	CW

LEGAL DESCRIPTION

SITE NO. ES0079-01
DEARBORN RESERVOIR

LEASE AREA
UTILITY & ACCESS
EASEMENTS

cingular
WIRELESS

12900 PARK PLAZA DRIVE
CERRITOS, CA 90703

BERT HAZE

AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING
3188 AIRWAY AVE. SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

SHEET

3

OF 4 SHEETS

WRITTEN: 01/20/06

BY: CWW

CHECKED: BH

JOB# 300.061

TERRACE AVENUE

N89°45'10"E
586.19'

N00°15'20"W 447.90'

DEARBORN STREET

TPOB

R=5460.00
L=253.49'

MILL CREEK ZANJA
HERRINGTON DRIVE

L27

L26

L25

L24

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EXHIBIT "A-2"

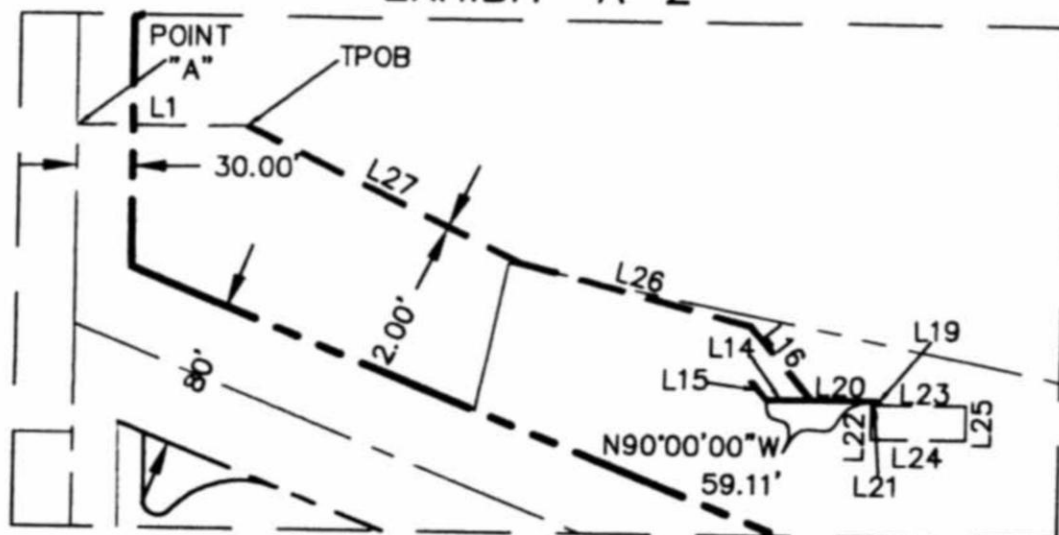
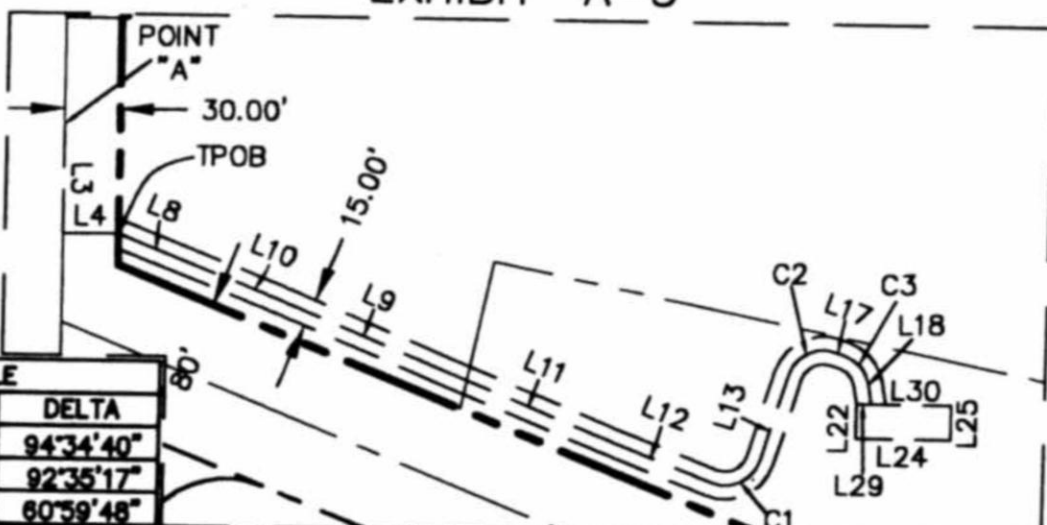


EXHIBIT "A-3"



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	32.19	19.50	94°34'40"
C2	31.51	19.50	92°35'17"
C3	20.76	19.50	60°59'48"

LINE TABLE

LINE	LENGTH	BEARING
L1	91.61	N89°44'40"E
L2	505.91	N00°15'20"W
L3	59.39	N00°15'20"W
L4	30.00	N89°44'40"E
L5	105.10	N63°29'00"E
L6	134.37	N00°15'20"W
L7	105.39	N52°00'00"E
L8	32.43	N68°36'08"W
L9	100.00	N67°28'25"W
L10	60.97	N68°36'08"W
L11	100.01	N67°45'10"W
L12	54.35	N68°36'55"W

L13	48.54	N16°48'24"E
L14	24.04	N90°00'00"W
L15	13.03	N40°07'10"W
L16	51.96	N40°07'10"W
L17	5.34	N70°36'19"W
L18	10.95	N09°36'31"W
L19	2.65	N45°00'00"W
L20	35.07	N90°00'00"W
L21	4.28	N90°00'00"W
L22	18.50	N00°00'00"E
L23	45.72	N90°00'00"W
L24	50.00	N90°00'00"W
L25	18.50	N00°00'00"E

L26	128.17	N75°23'30"W
L27	164.45	N64°07'23"W
L28	30.00	N89°44'40"E
L29	7.61	N90°00'00"W
L30	42.56	N90°00'00"W

REVISIONS

#	DATE	DESCRIPTION	BY
1	1/20/06	ADDED METES & BOUNDS DESC.	CW
2	2/10/06	REVISED PER PLAN CHECK COMMENTS	CW
3	2/11/06	REVISED PER PLAN CHECK COMMENTS	CW
4	2/15/06	REVISED ACCESS EASEMENT	CW

LEGAL DESCRIPTION

SITE NO. ES0079-01
DEARBORN RESERVOIR

LEASE AREA
UTILITY & ACCESS
EASEMENTS

cingular

WIRELESS

12900 PARK PLAZA DRIVE
CERRITOS, CA 90703

BERT HAZE

AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING

3188 AIRWAY AVE. SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

SHEET

4

OF 4 SHEETS

WRITTEN: 01/20/06

BY: CWW

CHECKED: BH

JOB# 300.081