

WIRELESS SERVICE FACILITY LAND LEASE AGREEMENT

This Land Lease Agreement (the "Lease"), is made and entered into on February 3, 2004 by and between the City of Redlands, a municipal corporation ("Landlord") and Sprint PCS Assets, L.L.C., a Delaware limited liability company, formerly known as Cox PCS Assets L.L.C. (SPCS) ("Tenant"), collectively the "Parties."

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 Tenant agrees to lease from Landlord approximately six hundred (600) square feet of property located at Prospect Park Grove in the northwesterly corner, near Fountain Avenue and Cajon Street, Redlands, California 92373 and more particularly described in the attached legal description Exhibit "A" (the "Property") and plan of development of the area to be leased as set forth in Exhibit "B" (the "Site"). The proposed Site is to be used for an antenna support structure and communication equipment for a personal communications wireless services facility ("WSF"), using stealth treatment, as required pursuant to the Redlands Municipal Code.

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

Section 2. Term.

A. Pre-CUP.

The Tenant hereby agrees to Lease from Landlord the Site for the nominal rent of \$100.00 per month payable on 1st of each month pending the application for, and the approval of, a CUP as required herein so that Tenant can construct and develop the WSF on the Site. After the approval of the CUP the terms of the Lease will convert to Section 2(B) herein, "Post-CUP."

(I) If, the Tenant does not receive approval for a CUP, or if Tenant fails to make application for the CUP within 6 months of the date of this Lease, this Lease will immediately terminate with no other liability or responsibility by either Landlord or Tenant as to each other.

B. Post-CUP.

The term of the Lease described in Section 2(A) above, shall terminate upon the date of approval of a CUP to Tenant for development of the Site. The new term of this Lease shall be as is now set forth herein. The "Commencement Date" for purposes of the term of the "Post CUP" Lease shall be the date of approval of the CUP from Landlord to Tenant and shall be for a period of five (5) years from that date. Rent shall be paid on a monthly basis, commencing on the Commencement Date in the amount of \$2,083 per month, to the City of Redlands or to such other person, firm or place as the Landlord may, from time to time designate by written notice delivered to Tenant. Rent will increase every five (5) years on the anniversary of the "Commencement Date" by 18 percent (18%). This Lease shall automatically be extended for three (3) additional five (5) year terms unless either party terminates it at the end of the then

current term by giving written notice of the intent to terminate at least six (6) months prior to the end of the then current term or unless terminated as otherwise provided for herein.

Section 3. Use of Premises. During the term of this Lease, the Site shall be used solely by Tenant, subject to the conditions set forth in the Conditional Use Permit obtained by Tenant, which will be attached hereto as Exhibit "C" and incorporated herein by reference ("CUP"), for the sole 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, irrevocable during the term of this Lease, attached as Exhibit, "D" for ingress to and egress from the Property and access to the Site, twenty-four (24) hours a day, seven (7) days a week, located on the Property as described on Exhibit "A" and shown on Exhibit "B," and Tenant shall use the Site in a manner which shall not unreasonably disturb the occupancy of and Landlord's existing use of the Property, Landlord's other existing tenants, or visitors to Prospect Park. Tenant will meet with Landlord and coordinate the planned removal of any citrus trees prior to their removal. Thereafter, Tenant will pay Landlord, within 30 days of removal, \$500 for each citrus tree removed.

Section 4. As is Condition. Except as expressly stated otherwise herein, Tenant is leasing the Site in an "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 5. Title and Quiet Possession. Landlord represents and agrees (a) that it is the owner of the Site; (b) that it has the right to enter into this Lease; (c) that the person signing this Lease has the authority to sign it; (d) that Tenant is entitled to access to use of the Site as provided herein throughout the term of this Lease. 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 that are required to protect individuals or personal property from such substantial harm or damage; provided that promptly after such entry into the Site and no longer than forty-eight (48) hours, Landlord shall give telephonic and written notice to Tenant of Landlord's entry onto the site. Landlord covenants that Tenant, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

Section 6. Assignment /Subletting. The Lease may be sold and assigned or transferred by the Tenant with the prior written approval and consent of the Landlord, subject to the conditions of the CUP, which may terminate upon transfer of the Lease, to the Tenant's principal, affiliates, subsidiaries of its principal; 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 to any entity which acquires or receives an interest in the majority of communication towers of the Tenant in the market defined by the Federal Communications Commission in which the Property is located. Tenant shall not assign or transfer this Lease or sublet all or any portion of the Site without the prior written consent of Landlord which consent shall not be unreasonably withheld. In the event Tenant attempts any assignment, sublet or transfer requiring Landlord's consent without the Landlord's prior written consent, such action shall be null and void, and this Lease shall immediately be subject to termination at the option of the Landlord.

Section 7. Notices. All notices shall be made in writing and are effective three days after deposit in the United States mail, certified and postage prepaid, or the next business day when sent by overnight delivery service. 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
Sprint PCS
15500 W. 113th Street
Lenexa, KS 66219
Mailstop: KSLNXC0201
Attn: Director, National Property & Lease
Management; Site SB-35-XC-080(I)

With a copy concurrently to:
Sprint Law Department
Attn: Sprint PCS Real Estate Attorney
Site SB-35-XC-080(I)
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020

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

Section 8. Improvements. Tenant may, at its sole expense, make any improvements on the Site as permitted pursuant to the CUP. Tenant may make substitutions, replacements, upgrades and modifications to its WSF provided that such improvements remain within the physical parameters of the leased Site and do not violate the provisions of the CUP.

Section 9. Compliance with Laws. Tenant shall comply with all applicable laws relating to Tenant's operation of the WSF and the improvements constructed by Tenant constructed pursuant to the CUP at the Site.

Section 10. Interference. Tenant shall resolve technical 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 future date, if Tenant desires to add additional equipment to the Site. Landlord will not permit the installation of any future equipment that, results in technical interference problems with Tenant's then existing equipment subject to the terms set forth herein. Landlord shall have the right to have installed equipment by any other provider that Landlord allows on the property located at Prospect Park Grove in the northwesterly corner, near Fountain Avenue and Cajon Street, Redlands, California 92373 (the "Property"), except that this new provider's use cannot interfere with Tenant's operation at the Site. Tenant shall allow installation of the equipment for the use by the Landlord, or its agencies or department ("New Equipment") and Tenant shall have the obligation to resolve any interference resulting therefrom. However, before installation of any New Equipment at the Property, Landlord will 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. Thereafter, Landlord will use its best efforts to locate the New Equipment on the Property in a manner so that no interference shall result between the operation of Tenant's equipment and the proposed New Equipment. If, despite all these efforts, interference cannot be avoided, then Landlord may terminate this Lease by giving Tenant one hundred and eighty (180) days written notice of termination. Rent will continue until Tenant vacates the Site, and will be pro-rated.

Section 11. Utilities. Landlord grants Tenant the right to obtain electrical and telephone service for the operation of its WSF in the location designated in Exhibit "B" and pursuant to CUP Exhibit "C." Tenant shall pay for all utilities used by it 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 including signing any license or easement agreement or other instrument reasonably required by the utility company and that is acceptable to Landlord, provided Landlord incurs no cost or expense therefore.

Section 12. Termination.

A. Tenant may terminate this Lease at any time by sixty (60) 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 related to or reasonably necessary to operate the WSF system, or if any such approvals are canceled, expire or are withdrawn or terminated, or (ii) if Landlord fails to have ownership of the Site or authority to enter into this Lease; or (iii) if Tenant, for any other 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 (ii) above or a result of Landlord's default and then all prepaid rent shall be returned promptly to Tenant. If, after the commencement of operation of the WSF under this Lease, Tenant terminates this Lease pursuant to Section (iii) above, Tenant will pay Landlord a termination fee equal to six (6) months of the then-current annual rent.

B. If Tenant violates any term of the CUP or defaults on this Lease or if Landlord, in its sole discretion, determines that the use of the Site by Tenant is impairing or hindering Landlord in any manner so that continued use by Tenant is determined not to be in the Landlord's best interest, and after notice and a reasonable time not to exceed thirty (30) days to cure said impairment or hindrance, and such is not cured, and at the sole discretion of Landlord, Landlord determines that Tenant is unable to cure said impairment or hindrance, Landlord may, without further liability, immediately terminate this Lease by written notice to Tenant. Upon termination, all prepaid rent, as prorated by use, shall be returned to Tenant, up to a maximum of six months of the annual 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.

C. Notwithstanding the foregoing, upon expiration or termination of this Lease, 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 fair market value of the antenna structure. Fair market value shall be an agreed upon price between the Parties. If the parties cannot agree upon a price within thirty (30) days of the notice to exercise the option to purchase, each party shall select an appraiser at each party's own cost. The selected appraisers shall select a third appraiser. The cost of the appraisal shall be shared by the parties. An agreed price shall be made by a majority of the three appraisers. The purchase shall be made within ninety (90) days of the agreed price being determined. Landlord shall exercise this 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 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 purchase 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. Tenant, upon termination of the Lease, shall, within ninety (90) days, remove its buildings(s), antenna structure(s), footings, fixtures and all personal property and otherwise return the Site to its original condition, reasonable wear and tear and casualty excepted. Landlord agrees and acknowledges that all of the equipment, fixtures and personal property of the Tenant shall remain the personal property of the Tenant and the Tenant shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

Section 13. Default. If either party is in default under this Lease for a period of: (a) fifteen (15) days following receipt of notice 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 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 or pursue any remedies available to it under applicable law, 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 notice of default.

Section 14. Indemnity. Landlord and Tenant each 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 arising 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 15. Hazardous Substances. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on or under the Property or property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant shall not introduce or use any such substance on the Site in violation of any applicable law. Landlord and Tenant shall hold each other harmless and indemnify the other from and assume all duties, responsibility and liability at each others 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: a) 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, unless such compliance results from conditions caused solely by the Tenant; and/or b) 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 by the Tenant, then Tenant shall hold harmless, indemnify and defend Landlord for all costs and expenses, including attorneys' fees for said sole negligence of Tenant.

Section 16. Taxes. Tenant shall be responsible for all real and personal property taxes assessed directly upon the Site that arise directly from its use of the WSF on the Site.

Section 17. Insurance. Tenant shall procure and maintain commercial general liability insurance, with limits of not less than Two Million Dollars (\$2,000,000) 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. Such policy shall provide that cancellation will not occur without at least forty-five (45) days prior written notice to Landlord. Insurance requirements shall be reviewed by Landlord and adjusted by Landlord, in Landlord's 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 Fourteen (14) days of notice by Landlord to Tenant.

Section 18. 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 return 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 19. 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 20. Miscellaneous.

- A. This Lease applies to and binds the successors, and assigns of the parties to this Lease;
- B. This Lease is governed by the laws of the State of California;
- C. This Lease (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, and any amendments to this Lease must be in writing and executed by both parties;

- D. If any provision of this Lease is invalid or unenforceable with respect to any party, 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; and
- E. The prevailing party in any action or proceeding in court to enforce or interpret the terms or conditions of this Lease is entitled to receive its reasonable attorneys' fees and other reasonable costs and expenses from the non-prevailing party.

Section 21. 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 "E"), 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 22. Subordination and Non-Disturbance. At Landlord's option, this Lease shall be subordinate to any mortgage or other security interest 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. 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, the Landlord immediately after this Lease is executed, will obtain and furnish to Tenant, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the 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 the 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 23. Destruction of Site. If the Site or Property is destroyed or damaged so to hinder its effective use of the Property by Tenant, the Lease shall terminate with rent to be prorated by use up until the date the property is destroyed or rendered ineffective.

[SIGNATURE PAGE FOLLOWS]

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

TENANT
SPRINT PCS ASSEST, LLC,

By: 
~~Lawrence Doherty~~
Sprint Spectrum L.P.
Title: Regional Director of Site Development,
~~George Chant~~
Site Development Director

Date: February 3, 2004

Date: 12/30/03

ATTEST:


City Clerk

EXHIBIT "A"
TO
WIRELESS SERVICE FACILITY LANDLEASE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
SPRINT PCS ASSETS, LLC

LEGAL DESCRIPTION OF THE PROPERTY

The real Property situated in the City of Redlands, County of San Bernardino, State of California, as described in the attachment:

Landlord Initials

SP 9

Tenant Initials

M

EXHIBIT A

PROPERTY

LOTS 1, 2, 3, 14, 15, 16, 17 AND 18 OF BLOCK 27, ACCORDING TO MAP NO. 6 OF REDLANDS HEIGHTS, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE(S) 40, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID BOOK 27, THAT PORTION CONVEYED TO CLARISSA E. LANDELL BY DEED RECORDED APRIL 16, 1920 IN BOOK 678, PAGE 291 OF DEEDS, AND BY DEED RECORDED JULY 13, 1931 IN BOOK 736, PAGE 359, OFFICIAL RECORDS.

NOTE: PORTION OF LOTS 1, 2, 4 AND 5 IN BOOK 27, HEREIN ABOVE DESCRIBED ARE EMBRACED WITHIN THE LINE OF NEW PROSPECT STREET, AS SHOW ON MAP RECORDED TO BOOK 13, PAGE 45 OF MAPS.

ACCESS EASEMENT

BEING A PORTION OF LOTS 3, 14 AND 18 OF BLOCK 27 PER MAP NO. 6 OF REDLANDS HEIGHTS, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED FOLLOWS:

BEING A STRIP OF LAND 12.00 FEET WIDE, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NW CORNER OF LOT 14; THENCE SOUTH 33° 58'34", 6.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 56° 01'26" EAST, 214.09 FEET; THENCE NORTH 86° 12'45" EAST, 94.35 FEET TO A POINT HEREINAFTER REFERRED AS POINT "A" AND THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO THE WESTERLY LINE OF THE HEREINAFTER DESCRIBED LEASE AREA.

LEASE AREA

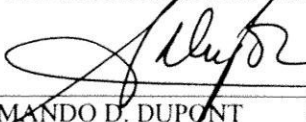
BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N04°32'24"W, 10.00 FEET; THENCE N85°27'36"E, 30.00 FEET; THENCE S04°32'24"E, 20.00 FEET; THENCE S85°27'36"W, 10.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING S85°27'36"W, 20.00 FEET; THENCE N04°32'24"W, 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 600 SQUARE FEET OF LAND.

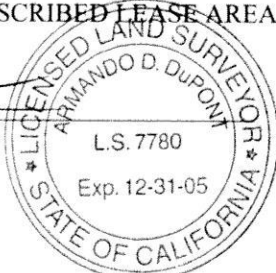
UTILITY EASEMENT

BEING A STRIP OF LAND 5.00 FEET WIDE, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT "B" DESCRIBED ABOVE; THENCE SOUTH 72°35'07" EAST, 89.24 FEET; THENCE SOUTH 00° 05'43" WEST, 145.22 FEET; THENCE SOUTH 89° 54'17" EAST, 8.65 FEET TO THE EASTERLY LINE OF SAID LOT 18 AND THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO THE SOUTHERLY LINE OF THE HEREINBEFORE DESCRIBED LEASE AREA.


ARMANDO D. DUPONT
P.L.S. 7780



03048 EXHIBIT-A
11/24/2003 DG
SHEET 1 OF 3

Los Angeles CORPORATE 108 Business Center Dr., Corona, CA 92880
Denver 6860 South Yosemite Ct., Suite 1150, Englewood, CO 80112
Phoenix 7755 East Gray Rd., Suite 101, Scottsdale, AZ 85260

Phone (909) 280-9960
Phone (720) 488-1303
Phone (480) 596-6514

Fax (909) 280-9746
Fax (720) 488-1306
Fax (480) 596-2674

EXHIBIT "B"
TO
WIRELESS SERVICE FACILITY LANDLEASE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
SPRINT PCS ASSETS, LLC

DESCRIPTION OF LEASED SITE

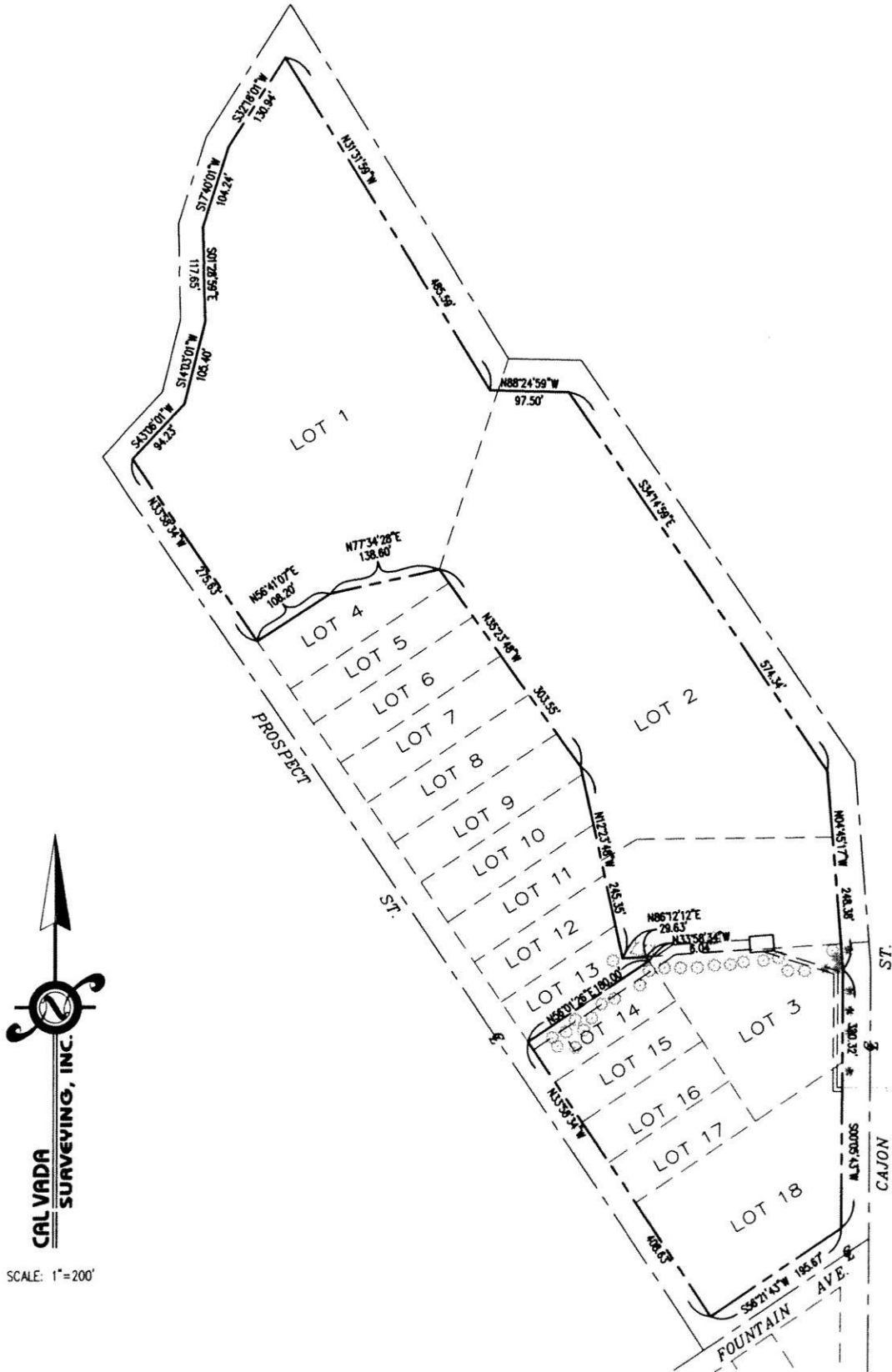
Plans/drawings describing the leased Site and location of electrical and telephone utility routes consisting of 2 pages attached hereto.

Landlord Initials SEP 9

Tenant Initials M

EXHIBIT B

PLAT TO ACCOMPANY A LEGAL DESCRIPTION (PROPERTY)



CALVADA

SURVEYING, INC.

Los Angeles • San Francisco • Denver • Phoenix

108 Business Center Drive, Corona, CA 92880-1782 Phone: (909) 280-9960 Fax: (909) 280-9746

Job No 03048

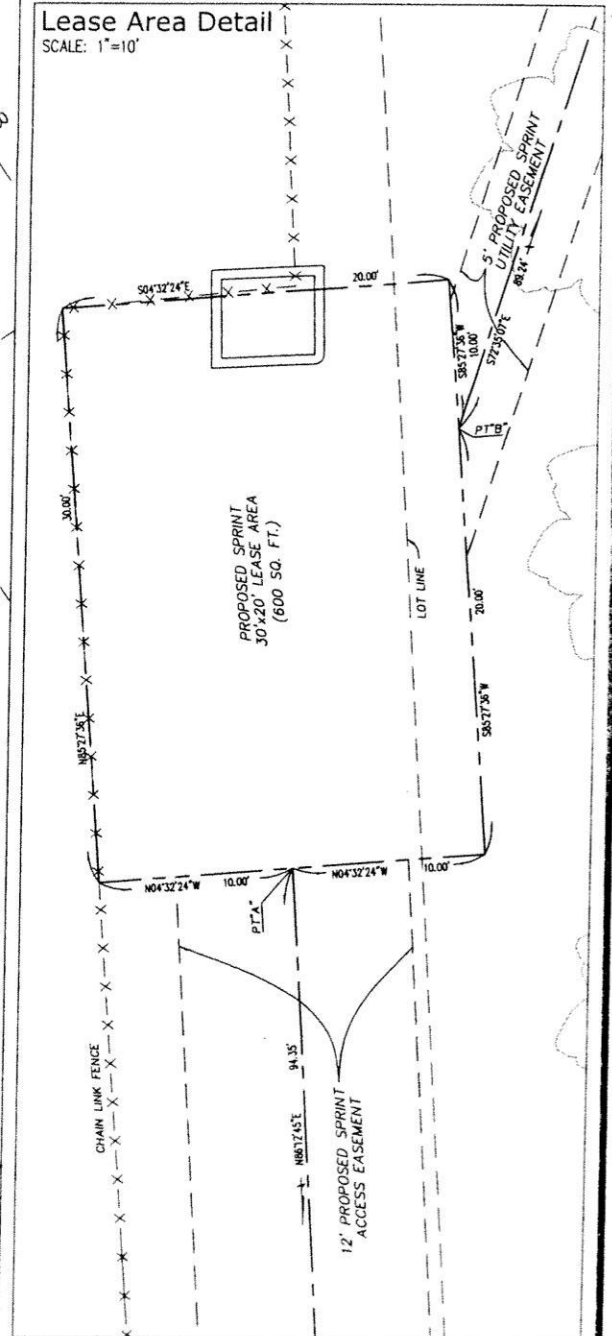
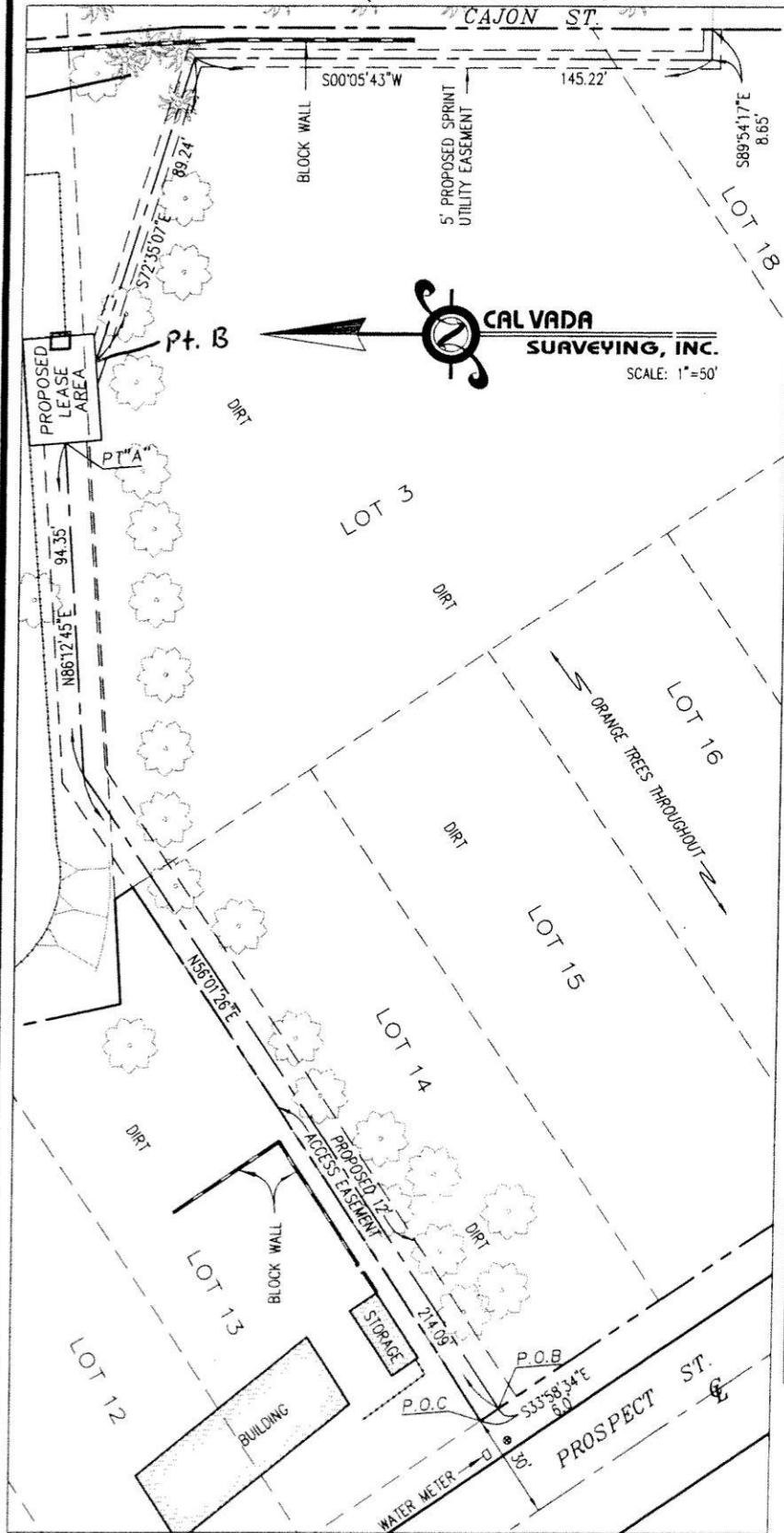
SHEET 2 OF 3

www.calvada.com

(800) CALVADA (225-8232)

EXHIBIT B

PLAT TO ACCOMPANY A LEGAL DESCRIPTION
(ACCESS EASEMENT, LEASE AREA & UTILITY EASEMENT)



CAL VADA

SURVEYING, INC.

Los Angeles • San Francisco • Denver • Phoenix

108 Business Center Drive, Corona, CA 92880-1782 Phone: (909) 280-9960 Fax: (909) 280-9746

Job No 03048

SHEET 3 OF 3

www.calvada.com

(800) CALVADA (225-8232)

EXHIBIT "C"
TO
WIRELESS SERVICE FACILITY LANDLEASE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
SPRINT PCS ASSETS, LLC

TENANT'S CONDITIONAL USE PERMIT

Conditional Use Permit No. _____ 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 SPC 9

Tenant Initials ML

EXHIBIT "D"
TO
WIRELESS SERVICE FACILITY LANDLEASE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
SPRINT PCS ASSETS, LLC

FORM OF IRREVOCABLE LICENSE FOR INGRESS AND EGRESS

Form of License Agreement consisting of _____ pages attached hereto

Landlord Initials ADP 9

Tenant Initials ll

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Redlands
PO Box 3005
Redlands, CA 92373-1505

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this 3rd day of February 2004 (the "Effective Date"), by and between the City of Redlands, a municipal corporation ("Licensor") and Sprint PCS Assets, LLC, a Delaware limited liability company, formerly known as Cox PCS Assets L.L.C. (SPCS) ("Licensee").

RECITALS

A. Licensor is the owner of real property located in the City of Redlands which is commonly known as a portion of Prospect Park Grove (the "Property"). Licensor and Licensee have entered into a Land Lease Agreement for the Property for the purpose of Licensee's Operation of a personal communications service system facility. A copy of the Land Lease Agreement is attached hereto and incorporated herein by this reference as Exhibit "A."

B. Licensee desires to place related stealth antenna towers, and run cables to those antennas, on the Property.

C. Licensor desires to grant Licensee a non-exclusive license to enter upon the Property for the purpose of placement of stealth antenna towers and cables from the antennas to Licensee's equipment for purposes of facilitating the operation of Licensee's personal communications service system facility.

In consideration of the mutual promises contained herein, Licensor and Licensee agree as follows:

AGREEMENT

1. Grant of License. Licensor hereby grants to Licensee a non-exclusive license to enter upon and use the Property for the purpose of placement of stealth antenna towers, and the running of cables from the antennas, to the leased facility equipment area. Such antennas and cables shall be placed on the property as specified in Exhibit "B" which is attached hereto and incorporated herein by this reference. Such activity shall be performed by Licensee in

conformance with all applicable federal, state and local laws, and shall not interfere with any of Licensors activities on the Property.

2. Condition of Property Not Warranted. Licensors does not warrant or represent that the Property is safe, healthful or suitable for any particular use, or for any other purpose, and Licensee agrees that its entry upon the Property and activities thereon are performed at Licensee's own risk, recognizing that the Property is in an "AS IS" condition.

3. Term. This License shall commence upon the Effective Date and shall continue thereafter until terminated pursuant to the provisions governing termination of the Land Lease Agreement attached as Exhibit "A".

4. Insurance/Indemnity. Licensors and Licensee incorporate herein by this reference the indemnity provision found in Paragraph 14, and the insurance provision found in Paragraph 17, of Exhibit "A," as though both are fully set forth herein.

5. Assignment. Licensee shall not assign or transfer this License Agreement without the prior written consent of Licensors, which consent will not be unreasonably withheld. In the event Licensee attempts any assignment or transfer without Licensors's prior written consent, such action shall be null and void, and this Agreement shall immediately be subject to termination at the option of Licensors.

6. Entire Agreement. This License Agreement embodies the entire understanding of the Parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the grant of this revocable license.

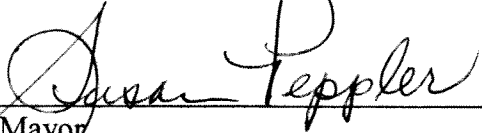
7. Attorneys Fees. In the event any legal action is commenced to enforce or interpret the terms or conditions of this License Agreement, the prevailing party in such action shall be entitled to recover in addition to its costs and other relief, its reasonable attorneys fees.

8. Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

In witness whereof the parties have executed this Agreement as of the dates indicated below.

CITY OF REDLANDS, Licensor



Mayor

Date: February 3, 2004

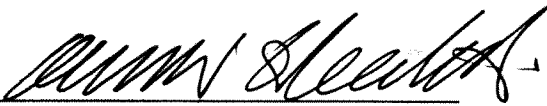
ATTEST:



City Clerk

Licensee

SPRINT PCS ASSETS, LLC,

By: 

~~Lawrence Doherty~~

Sprint Spectrum L.P.

Title: Regional Director of Site Development ~~George Gantous~~

Site Development Director

Date: 12/30/03

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 February 3, 2004, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Susan Pepler 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: Beatrice Sanchez
Beatrice Sanchez, Deputy 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 _____

{ x } **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: License Agreement

Date of Document: February 3, 2004

Signer(s) Other Than Named Above: George Ghanors, Sprint PCS

Site Name: _____

Sprint PCS Site ID #: _____

SPRINT PCS NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Sprint PCS Assets, L.L.C., a Delaware limited liability company, who executed the foregoing instrument on behalf of the partnership.

(AFFIX NOTARIAL SEAL)

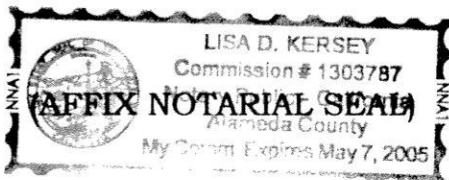
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF _____

My commission expires: _____

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF California
COUNTY OF Alameda

The foregoing instrument was acknowledged before me this 30th day of December, 2003, by George Grantous, as Site Development Director of Sprint PCS Assets, L.L.C., a Delaware limited liability company, who executed the foregoing instrument on behalf of the partnership.



My commission expires: _____

Lisa D. Kersey
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF _____
Lisa D. Kersey
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

EXHIBIT "A"
TO
WIRELESS SERVICE FACILITY LICENSE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
SPRINT PCS ASSETS, LLC

EXHIBIT "A"

WIRELESS SERVICE FACILITY LAND LEASE AGREEMENT

This Land Lease Agreement (the "Lease"), is made and entered into on February 3, 2004 by and between the City of Redlands, a municipal corporation ("Landlord") and Sprint PCS Assets, L.L.C., a Delaware limited liability company, formerly known as Cox PCS Assets L.L.C. (SPCS) ("Tenant"), collectively the "Parties."

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 Tenant agrees to lease from Landlord approximately six hundred (600) square feet of property located at Prospect Park Grove in the northwesterly corner, near Fountain Avenue and Cajon Street, Redlands, California 92373 and more particularly described in the attached legal description Exhibit "A" (the "Property") and plan of development of the area to be leased as set forth in Exhibit "B" (the "Site"). The proposed Site is to be used for an antenna support structure and communication equipment for a personal communications wireless services facility ("WSF"), using stealth treatment, as required pursuant to the Redlands Municipal Code.

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

Section 2. Term.

A. Pre-CUP.

The Tenant hereby agrees to Lease from Landlord the Site for the nominal rent of \$100.00 per month payable on 1st of each month pending the application for, and the approval of, a CUP as required herein so that Tenant can construct and develop the WSF on the Site. After the approval of the CUP the terms of the Lease will convert to Section 2(B) herein, "Post-CUP."

(I) If, the Tenant does not receive approval for a CUP, or if Tenant fails to make application for the CUP within 6 months of the date of this Lease, this Lease will immediately terminate with no other liability or responsibility by either Landlord or Tenant as to each other.

B. Post-CUP.

The term of the Lease described in Section 2(A) above, shall terminate upon the date of approval of a CUP to Tenant for development of the Site. The new term of this Lease shall be as is now set forth herein. The "Commencement Date" for purposes of the term of the "Post CUP" Lease shall be the date of approval of the CUP from Landlord to Tenant and shall be for a period of five (5) years from that date. Rent shall be paid on a monthly basis, commencing on the Commencement Date in the amount of \$2,083 per month, to the City of Redlands or to such other person, firm or place as the Landlord may, from time to time designate by written notice delivered to Tenant. Rent will increase every five (5) years on the anniversary of the "Commencement Date" by 18 percent (18%). This Lease shall automatically be extended for three (3) additional five (5) year terms unless either party terminates it at the end of the then

current term by giving written notice of the intent to terminate at least six (6) months prior to the end of the then current term or unless terminated as otherwise provided for herein.

Section 3. Use of Premises. During the term of this Lease, the Site shall be used solely by Tenant, subject to the conditions set forth in the Conditional Use Permit obtained by Tenant, which will be attached hereto as Exhibit "C" and incorporated herein by reference ("CUP"), for the sole 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, irrevocable during the term of this Lease, attached as Exhibit, "D" for ingress to and egress from the Property and access to the Site, twenty-four (24) hours a day, seven (7) days a week, located on the Property as described on Exhibit "A" and shown on Exhibit "B," and Tenant shall use the Site in a manner which shall not unreasonably disturb the occupancy of and Landlord's existing use of the Property, Landlord's other existing tenants, or visitors to Prospect Park. Tenant will meet with Landlord and coordinate the planned removal of any citrus trees prior to their removal. Thereafter, Tenant will pay Landlord, within 30 days of removal, \$500 for each citrus tree removed.

Section 4. As is Condition. Except as expressly stated otherwise herein, Tenant is leasing the Site in an "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 5. Title and Quiet Possession. Landlord represents and agrees (a) that it is the owner of the Site; (b) that it has the right to enter into this Lease; (c) that the person signing this Lease has the authority to sign it; (d) that Tenant is entitled to access to use of the Site as provided herein throughout the term of this Lease. 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 that are required to protect individuals or personal property from such substantial harm or damage; provided that promptly after such entry into the Site and no longer than forty-eight (48) hours, Landlord shall give telephonic and written notice to Tenant of Landlord's entry onto the site. Landlord covenants that Tenant, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

Section 6. Assignment /Subletting. The Lease may be sold and assigned or transferred by the Tenant with the prior written approval and consent of the Landlord, subject to the conditions of the CUP, which may terminate upon transfer of the Lease, to the Tenant's principal, affiliates, subsidiaries of its principal; 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 to any entity which acquires or receives an interest in the majority of communication towers of the Tenant in the market defined by the Federal Communications Commission in which the Property is located. Tenant shall not assign or transfer this Lease or sublet all or any portion of the Site without the prior written consent of Landlord which consent shall not be unreasonably withheld. In the event Tenant attempts any assignment, sublet or transfer requiring Landlord's consent without the Landlord's prior written consent, such action shall be null and void, and this Lease shall immediately be subject to termination at the option of the Landlord.

Section 7. Notices. All notices shall be made in writing and are effective three days after deposit in the United States mail, certified and postage prepaid, or the next business day when sent by overnight delivery service. 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

Sprint PCS
15500 W. 113th Street
Lenexa, KS 66219
Mailstop: KSLNXC0201
Attn: Director, National Property & Lease
Management; Site SB-35-XC-080(I)

With a copy concurrently to:

Sprint Law Department
Attn: Sprint PCS Real Estate Attorney
Site SB-35-XC-080(I)
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020

Landlord

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

Section 8. Improvements. Tenant may, at its sole expense, make any improvements on the Site as permitted pursuant to the CUP. Tenant may make substitutions, replacements, upgrades and modifications to its WSF provided that such improvements remain within the physical parameters of the leased Site and do not violate the provisions of the CUP.

Section 9. Compliance with Laws. Tenant shall comply with all applicable laws relating to Tenant's operation of the WSF and the improvements constructed by Tenant constructed pursuant to the CUP at the Site.

Section 10. Interference. Tenant shall resolve technical 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 future date, if Tenant desires to add additional equipment to the Site. Landlord will not permit the installation of any future equipment that, results in technical interference problems with Tenant's then existing equipment subject to the terms set forth herein. Landlord shall have the right to have installed equipment by any other provider that Landlord allows on the property located at Prospect Park Grove in the northwesterly corner, near Fountain Avenue and Cajon Street, Redlands, California 92373 (the "Property"), except that this new provider's use cannot interfere with Tenant's operation at the Site. Tenant shall allow installation of the equipment for the use by the Landlord, or its agencies or department ("New Equipment") and Tenant shall have the obligation to resolve any interference resulting therefrom. However, before installation of any New Equipment at the Property, Landlord will 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. Thereafter, Landlord will use its best efforts to locate the New Equipment on the Property in a manner so that no interference shall result between the operation of Tenant's equipment and the proposed New Equipment. If, despite all these efforts, interference cannot be avoided, then Landlord may terminate this Lease by giving Tenant one hundred and eighty (180) days written notice of termination. Rent will continue until Tenant vacates the Site, and will be pro-rated.

Section 11. Utilities. Landlord grants Tenant the right to obtain electrical and telephone service for the operation of its WSF in the location designated in Exhibit "B" and pursuant to CUP Exhibit "C." Tenant shall pay for all utilities used by it 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 including signing any license or easement agreement or other instrument reasonably required by the utility company and that is acceptable to Landlord, provided Landlord incurs no cost or expense therefore.

Section 12. Termination.

A. Tenant may terminate this Lease at any time by sixty (60) 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 related to or reasonably necessary to operate the WSF system, or if any such approvals are canceled, expire or are withdrawn or terminated, or (ii) if Landlord fails to have ownership of the Site or authority to enter into this Lease; or (iii) if Tenant, for any other 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 (ii) above or a result of Landlord's default and then all prepaid rent shall be returned promptly to Tenant. If, after the commencement of operation of the WSF under this Lease, Tenant terminates this Lease pursuant to Section (iii) above, Tenant will pay Landlord a termination fee equal to six (6) months of the then-current annual rent.

B. If Tenant violates any term of the CUP or defaults on this Lease or if Landlord, in its sole discretion, determines that the use of the Site by Tenant is impairing or hindering Landlord in any manner so that continued use by Tenant is determined not to be in the Landlord's best interest, and after notice and a reasonable time not to exceed thirty (30) days to cure said impairment or hindrance, and such is not cured, and at the sole discretion of Landlord, Landlord determines that Tenant is unable to cure said impairment or hindrance, Landlord may, without further liability, immediately terminate this Lease by written notice to Tenant. Upon termination, all prepaid rent, as prorated by use, shall be returned to Tenant, up to a maximum of six months of the annual 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.

C. Notwithstanding the foregoing, upon expiration or termination of this Lease, 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 fair market value of the antenna structure. Fair market value shall be an agreed upon price between the Parties. If the parties cannot agree upon a price within thirty (30) days of the notice to exercise the option to purchase, each party shall select an appraiser at each party's own cost. The selected appraisers shall select a third appraiser. The cost of the appraisal shall be shared by the parties. An agreed price shall be made by a majority of the three appraisers. The purchase shall be made within ninety (90) days of the agreed price being determined. Landlord shall exercise this 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 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 purchase 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. Tenant, upon termination of the Lease, shall, within ninety (90) days, remove its buildings(s), antenna structure(s), footings, fixtures and all personal property and otherwise return the Site to its original condition, reasonable wear and tear and casualty excepted. Landlord agrees and acknowledges that all of the equipment, fixtures and personal property of the Tenant shall remain the personal property of the Tenant and the Tenant shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

Section 13. Default. If either party is in default under this Lease for a period of: (a) fifteen (15) days following receipt of notice 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 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 or pursue any remedies available to it under applicable law, 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 notice of default.

Section 14. Indemnity. Landlord and Tenant each 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 arising 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 15. Hazardous Substances. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on or under the Property or property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant shall not introduce or use any such substance on the Site in violation of any applicable law. Landlord and Tenant shall hold each other harmless and indemnify the other from and assume all duties, responsibility and liability at each others 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: a) 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, unless such compliance results from conditions caused solely by the Tenant; and/or b) 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 by the Tenant, then Tenant shall hold harmless, indemnify and defend Landlord for all costs and expenses, including attorneys' fees for said sole negligence of Tenant.

Section 16. Taxes. Tenant shall be responsible for all real and personal property taxes assessed directly upon the Site that arise directly from its use of the WSF on the Site.

Section 17. Insurance. Tenant shall procure and maintain commercial general liability insurance, with limits of not less than Two Million Dollars (\$2,000,000) 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. Such policy shall provide that cancellation will not occur without at least forty-five (45) days prior written notice to Landlord. Insurance requirements shall be reviewed by Landlord and adjusted by Landlord, in Landlord's 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 Fourteen (14) days of notice by Landlord to Tenant.

Section 18. 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 return 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 19. 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 20. Miscellaneous.

- A. This Lease applies to and binds the successors, and assigns of the parties to this Lease;
- B. This Lease is governed by the laws of the State of California;
- C. This Lease (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, and any amendments to this Lease must be in writing and executed by both parties;

- D. If any provision of this Lease is invalid or unenforceable with respect to any party, 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; and
- E. The prevailing party in any action or proceeding in court to enforce or interpret the terms or conditions of this Lease is entitled to receive its reasonable attorneys' fees and other reasonable costs and expenses from the non-prevailing party.

Section 21. 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 "E"), 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.

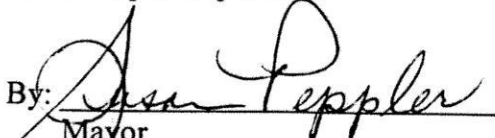
Section 22. Subordination and Non-Disturbance. At Landlord's option, this Lease shall be subordinate to any mortgage or other security interest by Landlord which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest 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. 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, the Landlord immediately after this Lease is executed, will obtain and furnish to Tenant, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the 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 the 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 23. Destruction of Site. If the Site or Property is destroyed or damaged so to hinder its effective use of the Property by Tenant, the Lease shall terminate with rent to be prorated by use up until the date the property is destroyed or rendered ineffective.

[SIGNATURE PAGE FOLLOWS]

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

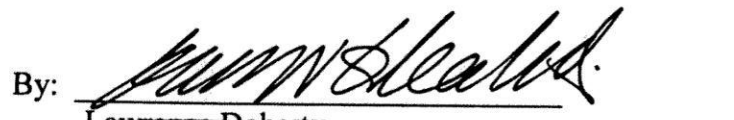
By: 
Mayor

Date: February 3, 2004

ATTEST:


City Clerk

TENANT
SPRINT PCS ASSEST, LLC,

By: 
~~Lawrence Doherty~~
Title: Regional Director of Site Development, L.P.
George Ghanous
Site Development Director

Date: 12/30/03

EXHIBIT "B"
TO
WIRELESS SERVICE FACILITY LICENSE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
SPRINT PCS ASSETS, LLC

EXHIBIT "B"**PROPERTY**

LOTS 1, 2, 3, 14, 15, 16, 17 AND 18 OF BLOCK 27, ACCORDING TO MAP NO. 6 OF REDLANDS HEIGHTS, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE(S) 40, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID BOOK 27, THAT PORTION CONVEYED TO CLARISSA E. LANDELL BY DEED RECORDED APRIL 16, 1920 IN BOOK 678, PAGE 291 OF DEEDS, AND BY DEED RECORDED JULY 13, 1931 IN BOOK 736, PAGE 359, OFFICIAL RECORDS.

NOTE: PORTION OF LOTS 1, 2, 4 AND 5 IN BOOK 27, HEREIN ABOVE DESCRIBED ARE EMBRACED WITHIN THE LINE OF NEW PROSPECT STREET, AS SHOW ON MAP RECORDED TO BOOK 13, PAGE 45 OF MAPS.

ACCESS EASEMENT

BEING A PORTION OF LOTS 3, 14 AND 18 OF BLOCK 27 PER MAP NO. 6 OF REDLANDS HEIGHTS, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED FOLLOWS:

BEING A STRIP OF LAND 12.00 FEET WIDE, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NW CORNER OF LOT 14; THENCE SOUTH 33° 58'34", 6.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 56° 01'26" EAST, 214.09 FEET; THENCE NORTH 86° 12'45" EAST, 94.35 FEET TO A POINT HEREINAFTER REFERRED AS POINT "A" AND THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO THE WESTERLY LINE OF THE HEREINAFTER DESCRIBED LEASE AREA.

LEASE AREA

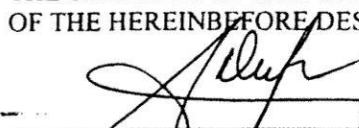
BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N04°32'24"W, 10.00 FEET; THENCE N85°27'36"E, 30.00 FEET; THENCE S04°32'24"E, 20.00 FEET; THENCE S85°27'36"W, 10.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING S85°27'36"W, 20.00 FEET; THENCE N04°32'24"W, 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 600 SQUARE FEET OF LAND.

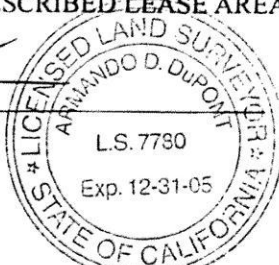
UTILITY EASEMENT

BEING A STRIP OF LAND 5.00 FEET WIDE, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT "B" DESCRIBED ABOVE; THENCE SOUTH 72°35'07" EAST, 89.24 FEET; THENCE SOUTH 00° 05'43" WEST, 145.22 FEET; THENCE SOUTH 89° 54'17" EAST, 8.65 FEET TO THE EASTERLY LINE OF SAID LOT 18 AND THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO THE SOUTHERLY LINE OF THE HEREINBEFORE DESCRIBED LEASE AREA.


ARMANDO D. DUPONT
P.L.S. 7780



03048 EXHIBIT-A
11/24/2003 DCG
SHEET 1 OF 3

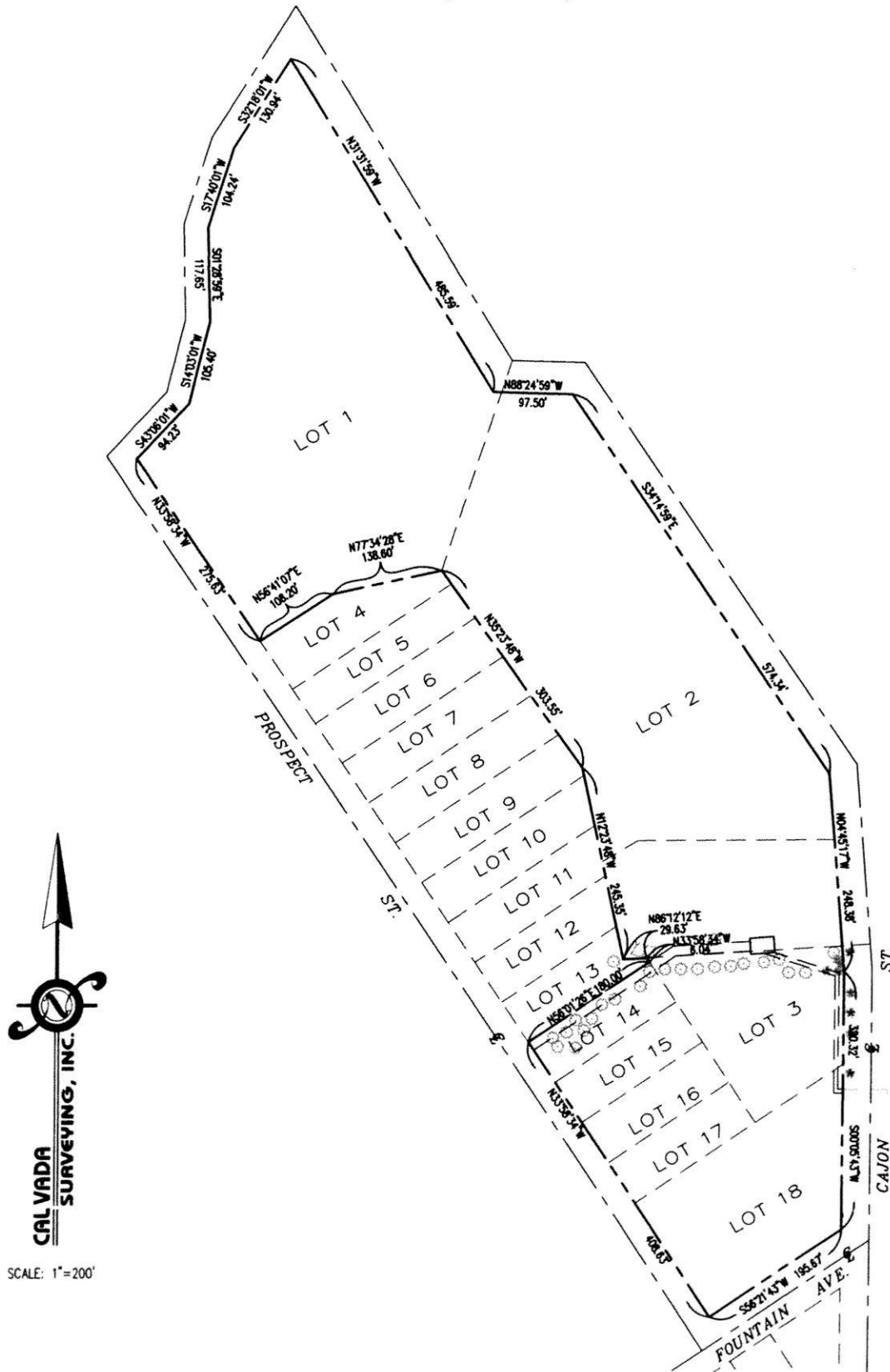
Los Angeles CORPORATE 108 Business Center Dr., Corona, CA 92880
Denver 6860 South Yosemite Ct., Suite 1150, Englewood, CO 80112
Phoenix 7755 East Gray Rd., Suite 101, Scottsdale, AZ 85260

Phone (909) 280-9960
Phone (720) 488-1303
Phone (480) 596-6514

Fax (909) 280-9746
Fax (720) 488-1306
Fax (480) 596-2674

EXHIBIT B

PLAT TO ACCOMPANY A LEGAL DESCRIPTION (PROPERTY)



SCALE: 1"=200'

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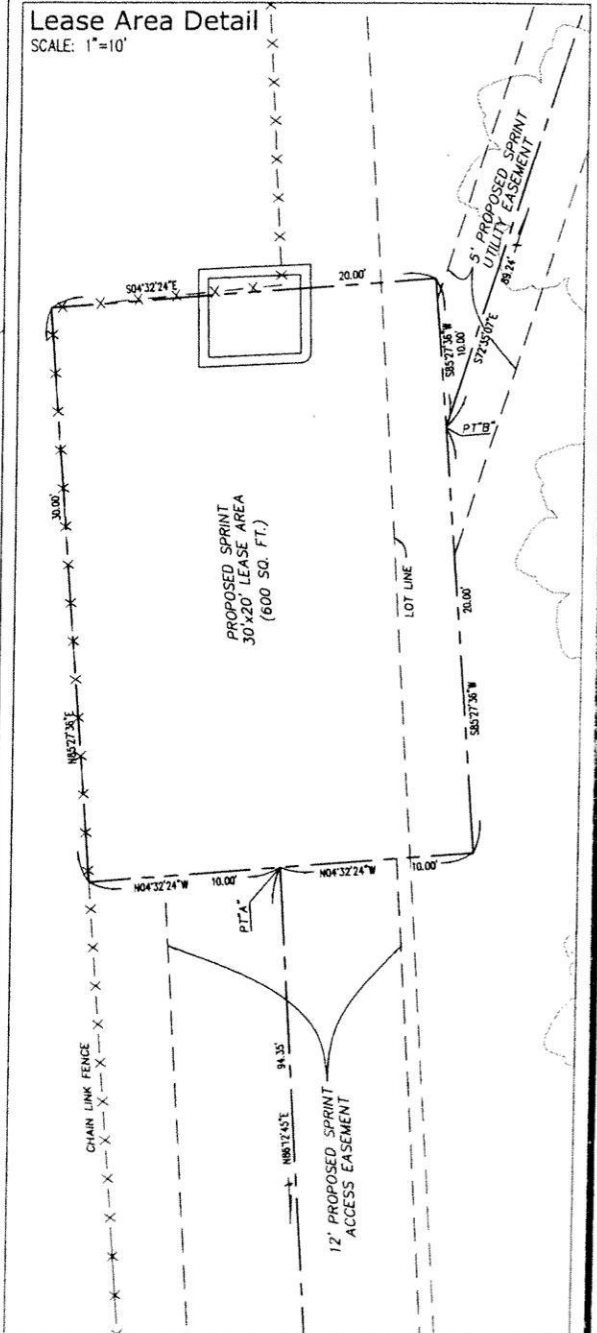
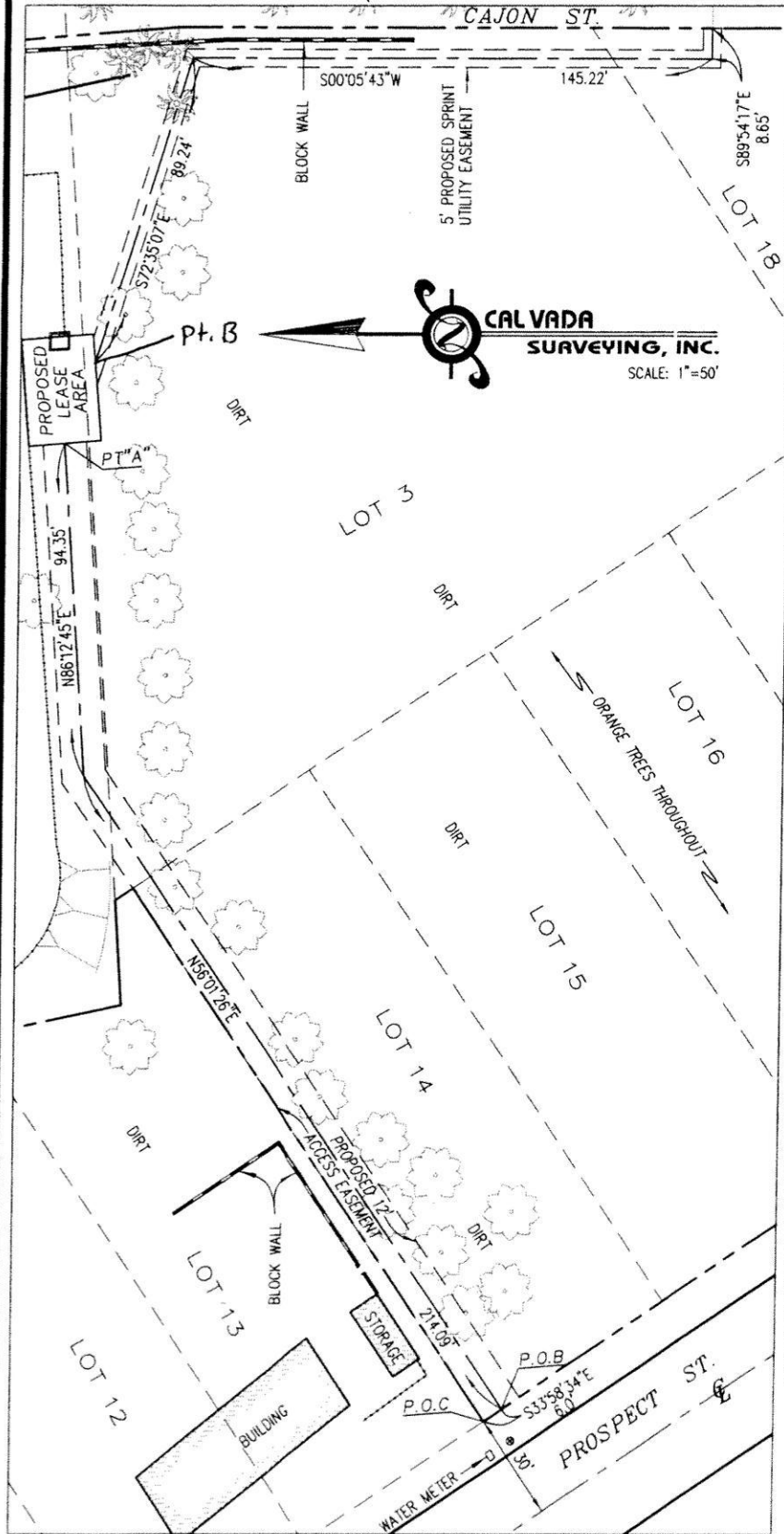
Job No 03048

SHEET 2 OF 3

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EXHIBIT B

PLAT TO ACCOMPANY A LEGAL DESCRIPTION
(ACCESS EASEMENT, LEASE AREA & UTILITY EASEMENT)



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Job No 03048

SHEET 3 OF 3

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EXHIBIT "E"
TO
WIRELESS SERVICE FACILITY LANDLEASE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
SPRINT PCS ASSETS, LLC

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Redlands
PO Box 3005
Redlands, CA 92373-1505

MEMORANDUM OF WIRELESS SERVICE FACILITY LAND LEASE AGREEMENT

This Memorandum of Lease ("Memorandum") dated as of February 3rd 2004, is between City of Redlands, a municipal corporation ("Landlord"), and Sprint PCS Assets, LLC, a Delaware limited liability company, ("Tenant").

WITNESSETH:

That Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of that certain real property (the "Property") in the State of California, County of San Bernardino, City of Redlands, commonly known as Prospect Park, the "Leased Area" a legal description of which is shown in Exhibit A attached hereto and incorporated herein by reference, under the terms and conditions of the unrecorded Wireless Service Facility Land Lease Agreement by and between Landlord and Tenant dated February 3rd 2004 and incorporated herein by reference (the "Agreement") for an initial term of five (5) years, and three (3) subsequent optional extension terms of five (5) years each, pursuant to the terms of the Agreement. The Agreement provides for grant for rights of access to the Property and Site and to electrical and telephone facilities serving the Property and leased Site.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of lease as of the date and year first written above.

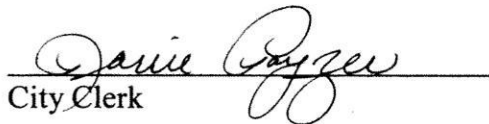
CITY OF REDLANDS, Landlord



Mayor

Date: February 3, 2004

ATTEST:

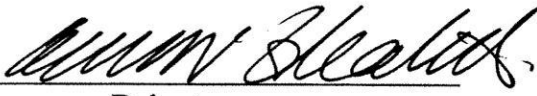


City Clerk

Tenant

SPRINT PCS ASSETS, LLC,

A DELAWARE LIMITED LIABILITY COMPANY,

By: 

~~Lawrence Doherty~~

Title: Regional Director of Site Development Sprint Spectrum L.P.
George Gantous
Site Development Director

Tenant Initials GG

Date: 12/30/03

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 February 3, 2004, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Susan Pepler 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: Beatrice Sanchez
Beatrice Sanchez, Deputy 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 \_\_\_\_\_

{ x } 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 Wireless Service Facility Land Lease Agreement

Date of Document: February 3, 2004

Signer(s) Other Than Named Above: George Ghanors, Sprint PCS

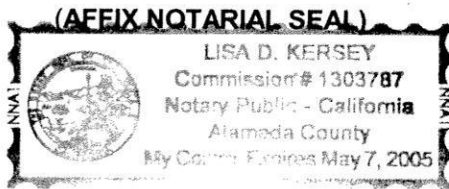
SPRINT PCS ASSETS, L.L.C. NOTARY BLOCK:

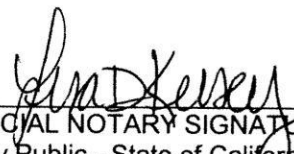
STATE OF CALIFORNIA

COUNTY OF ALAMEDA

The foregoing instrument was acknowledged before me this 30th day of December, 2003, by George Ghantous, Director of Site Development, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.




(OFFICIAL NOTARY SIGNATURE)
Notary Public - State of California

My commission expires:
May 7, 2005

Lisa D. Kersey
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER: 1303787

EXHIBIT "A"
TO
MEMORANDUM OF WIRELESS SERVICE
FACILITY LANDLEASE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
SPRINT PCS ASSETS, LLC

EXHIBIT A**PROPERTY**

LOTS 1, 2, 3, 14, 15, 16, 17 AND 18 OF BLOCK 27, ACCORDING TO MAP NO. 6 OF REDLANDS HEIGHTS, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE(S) 40, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID BOOK 27, THAT PORTION CONVEYED TO CLARISSA E. LANDELL BY DEED RECORDED APRIL 16, 1920 IN BOOK 678, PAGE 291 OF DEEDS, AND BY DEED RECORDED JULY 13, 1931 IN BOOK 736, PAGE 359, OFFICIAL RECORDS.

NOTE: PORTION OF LOTS 1, 2, 4 AND 5 IN BOOK 27, HEREIN ABOVE DESCRIBED ARE EMBRACED WITHIN THE LINE OF NEW PROSPECT STREET, AS SHOW ON MAP RECORDED TO BOOK 13, PAGE 45 OF MAPS.

ACCESS EASEMENT

BEING A PORTION OF LOTS 3, 14 AND 18 OF BLOCK 27 PER MAP NO. 6 OF REDLANDS HEIGHTS, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED FOLLOWS:

BEING A STRIP OF LAND 12.00 FEET WIDE, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NW CORNER OF LOT 14; THENCE SOUTH $33^{\circ} 58'34''$, 6.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $56^{\circ} 01'26''$ EAST, 214.09 FEET; THENCE NORTH $86^{\circ} 12'45''$ EAST, 94.35 FEET TO A POINT HEREINAFTER REFERRED AS POINT "A" AND THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO THE WESTERLY LINE OF THE HEREINAFTER DESCRIBED LEASE AREA.

LEASE AREA

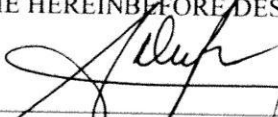
BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE $N04^{\circ}32'24''W$, 10.00 FEET; THENCE $N85^{\circ}27'36''E$, 30.00 FEET; THENCE $S04^{\circ}32'24''E$, 20.00 FEET; THENCE $S85^{\circ}27'36''W$, 10.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING $S85^{\circ}27'36''W$, 20.00 FEET; THENCE $N04^{\circ}32'24''W$, 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 600 SQUARE FEET OF LAND.

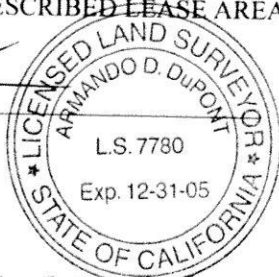
UTILITY EASEMENT

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ARMANDO D. DUPONT
P.L.S. 7780



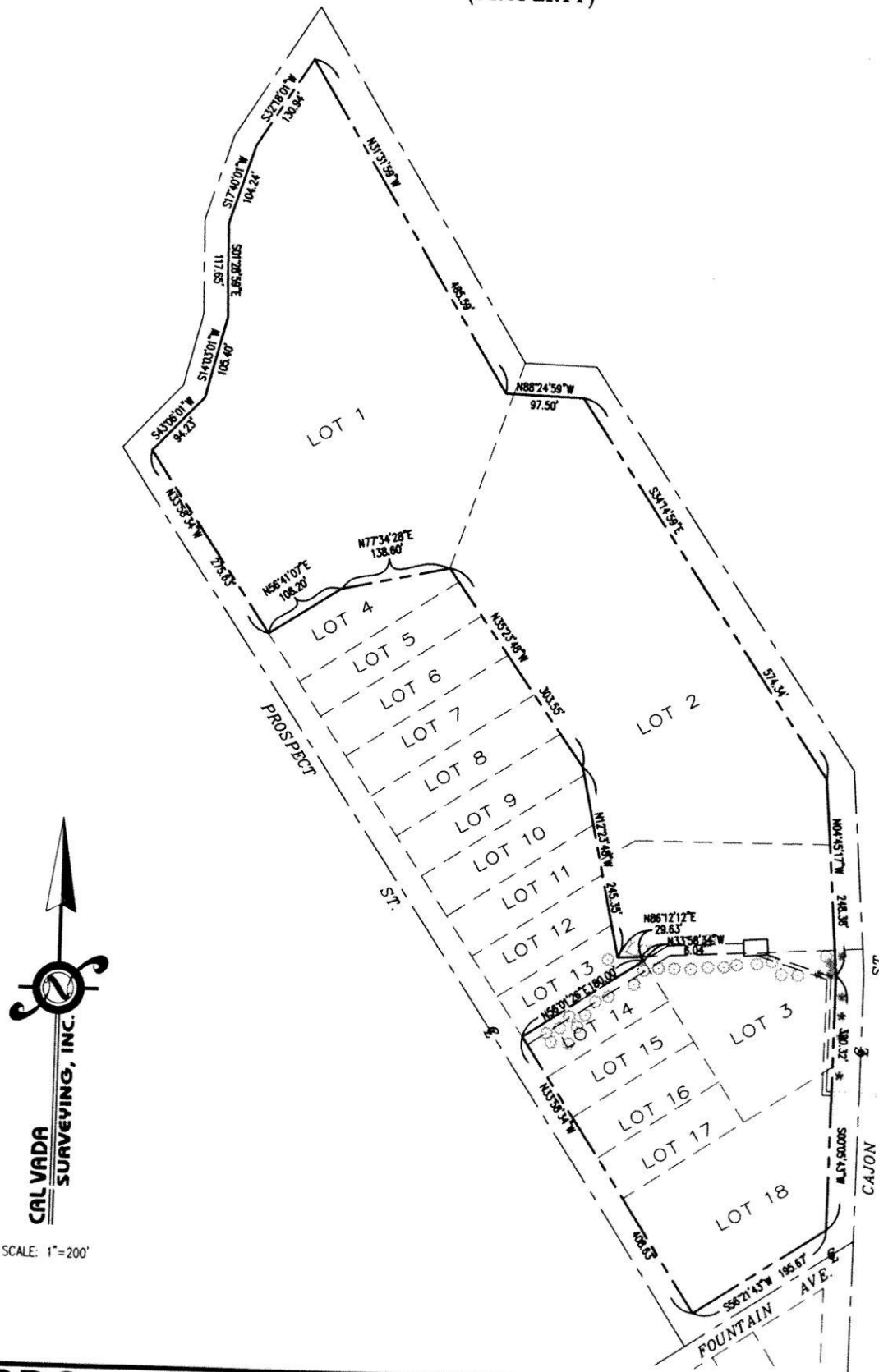
Los Angeles CORPORATE 108 Business Center Dr., Corona, CA 92880
Denver 6860 South Yosemite Ct., Suite 1150, Englewood, CO 80112
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Phone (720) 488-1303
Phone (480) 596-6514

03048 EXHIBIT-A
11/24/2003 DG
SHEET 1 OF 3
Fax (909) 280-9746
Fax (720) 488-1306
Fax (480) 596-2674

EXHIBIT A

PLAT TO ACCOMPANY A LEGAL DESCRIPTION (PROPERTY)



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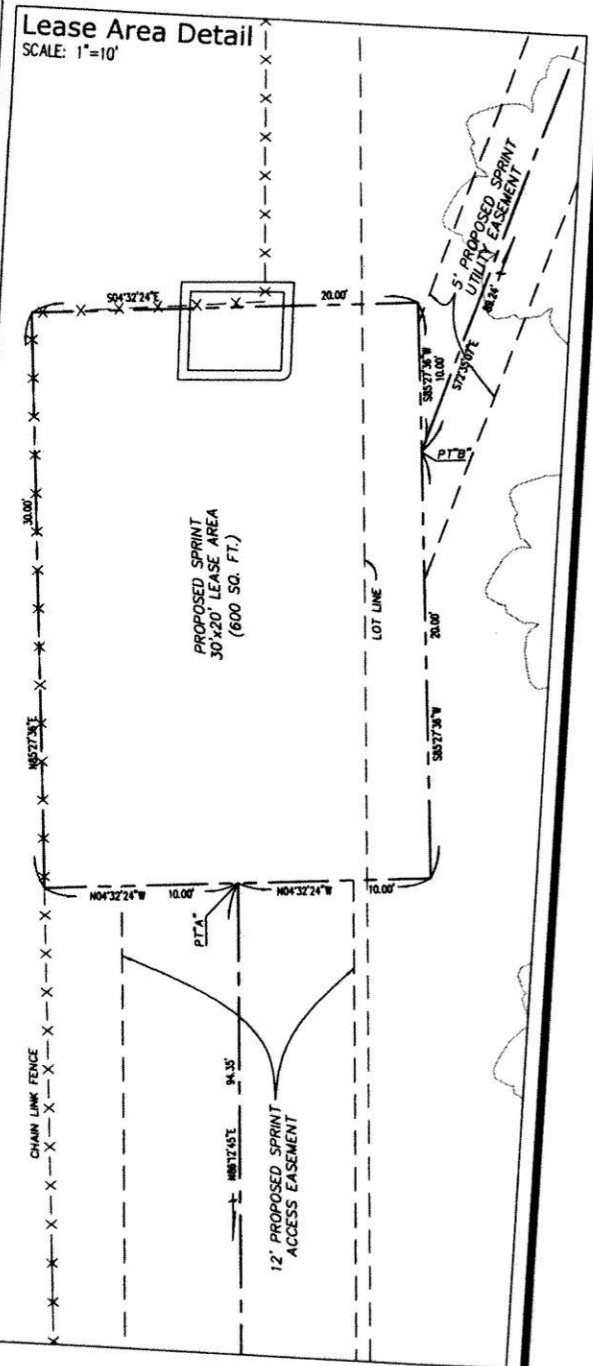
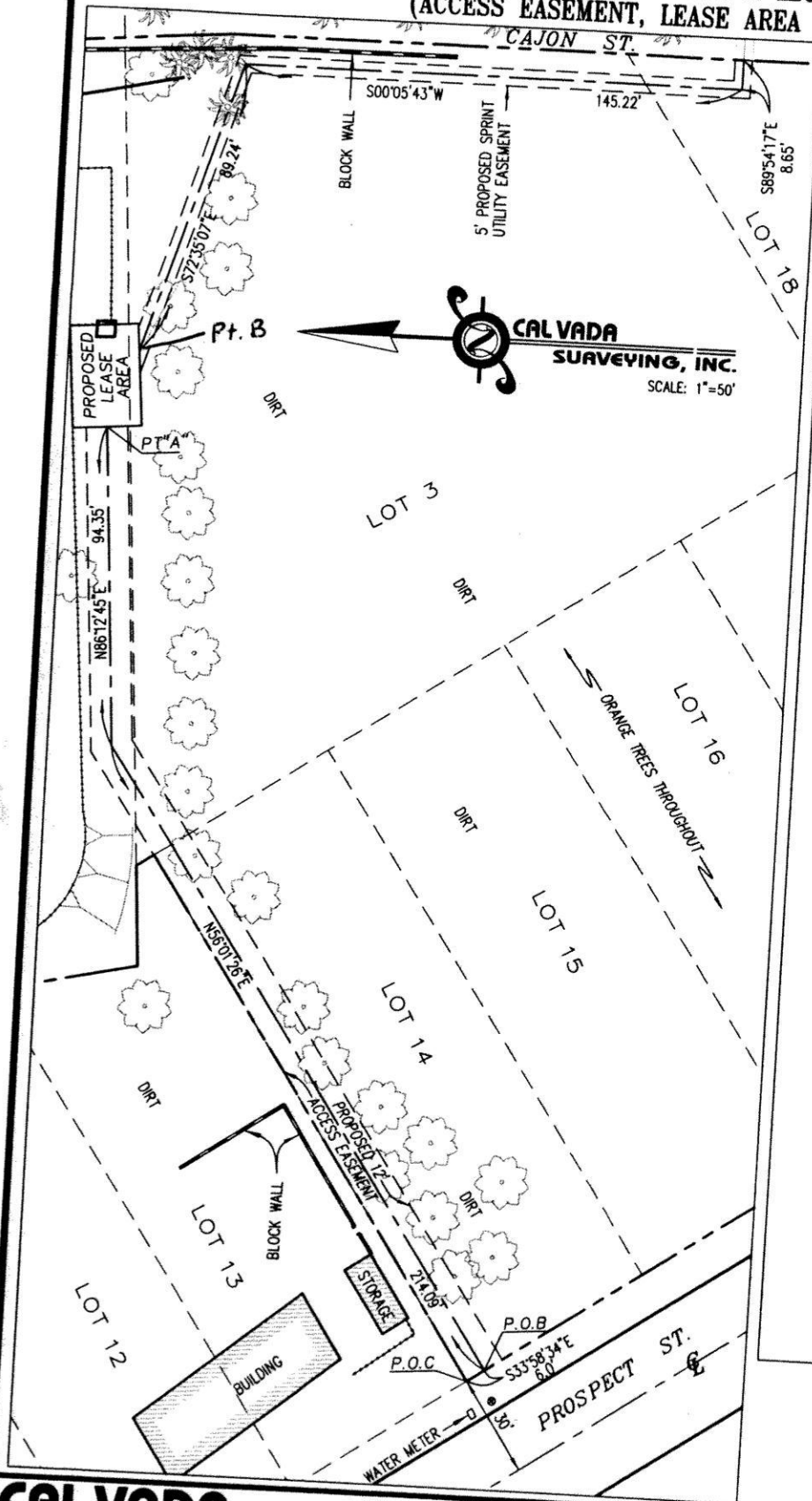
Job No 03048

SHEET 2 OF 3

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EXHIBIT A

PLAT TO ACCOMPANY A LEGAL DESCRIPTION (ACCESS EASEMENT, LEASE AREA & UTILITY EASEMENT)



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Job No 03048

SHEET 3 OF 3

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