



LARRY WALKER
Auditor/Controller – Recorder

2/06/2004
1:17 PM
SH

R Regular Mail

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Doc#: 2004-0094760



Titles: 1 Pages: 18

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

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

LICENSE AGREEMENT

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

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 California Street Grove (APN 292-064-02) (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 Licensor's activities on the Property.

2. Condition of Property Not Warranted. Licensor 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. Licensor 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 Licensor, which consent will not be unreasonably withheld. In the event Licensee attempts any assignment or transfer without Licensor's prior written consent, such action shall be null and void, and this Agreement shall immediately be subject to termination at the option of Licensor.

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: 

George Ghantors

Title: Regional Director of Site Development

Date: 12/31/03

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 Ghanfors, 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 31st day of December, 2003, by George Ghanous, 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 1,290 square feet of property located at City's California Street Grove (APN 292-064-02) in 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 service 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 Conditional Use Permit ("CUP") No. _____, attached hereto and incorporated herein by reference as Exhibit "C" (or to be attached upon the procurement of the 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, attached as Exhibit, "D," for ingress to and egress from the Property and access to the Site located on the Property as described on Exhibit "A" and shown on Exhibit "B", and 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 the occupancy of and Landlord's use of the property. Tenant will meet with Landlord and coordinate the planned removal of any citrus trees prior to their removal. Thereafter Tenant shall be allowed to remove up to nine (9) citrus trees without further compensation to Landlord. Additional trees removed by Tenant will be charged to Tenant at a rate of \$500 per tree removed. Said five hundred (\$500) dollar fee per tree is to be paid within thirty (30) days of removal.

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 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. 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

SPCS
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588

Landlord

City of Redlands
Municipal Utilities Department
PO Box 3005
Redlands, CA 92373

Copy to:

Sprint Law Department
Attn: Sprint PCS Real Estate Attorney
6391 Sprint Parkway,
Mailstop: KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020

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 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 California Street Grove (APN 292-064-02) Redlands, California, (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, prior to 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 thirty (30) 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 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 rents shall be returned promptly to Tenant. If, after the commencement of tenancy 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 as agreed upon between the parties prior to purchase. If the parties cannot agree upon a price within thirty (30) days after the notice to exercise the option to purchase, each side shall pick an appraiser at each party's own cost. These two appraisers will select a third appraiser. This appraiser cost 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 or at an extended time beyond ninety (90) days. 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 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 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 building(s), antenna structure(s), footings, fixtures and all personal property and otherwise restore 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, provided tenant returns the site to its original condition.

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 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 and arising 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 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 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.

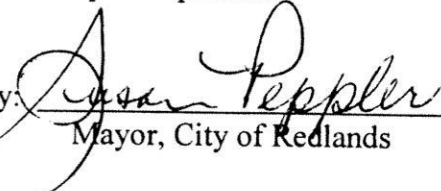
Section 22. Subordination and Non-Disturbance. At Landlord's option, this Lease shall

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.

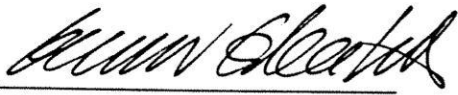
Section 23. Destruction of Site. If the site or property is destroyed, or damaged so as to hinder its effective use of the property by Tenant, the lease shall terminate with rent to be prorated by use up until the date the property is destroyed or rendered ineffective.

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

TENANT
SPCS PCS ASSETS, L.L.C.

By: 
George Ghantors
Title: Regional Director of Site Development

Date: February 3, 2004

Date: 12/31/03

Attest:

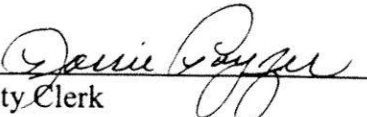

City Clerk

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

EXHIBIT "B"

PARCEL LEGAL DESCRIPTIONS AND EASEMENTS

Parcel Legal Description

REFERENCE IS MADE TO TITLE REPORT NO. 0623-1038136 PREPARED BY
FIRST AMERICAN TITLE COMPANY, DATED JUNE 23, 2003.

Real property in the City of Redlands, County of San Bernardino, State of California, described as follows:

PARCEL NO. 1:

THAT PORTION OF LOT 1, BLOCK 2 OF HENRY L. WILLIAM TRACT, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 17, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ALSO THE INTERSECTION OF THE CENTERLINE OF WALNUT AVENUE AND THE CENTER LINE OF NEVADA STREET; THENCE SOUTH ALONG THE CENTER LINE OF NEVADA STREET 182.6 FEET; THENCE WEST 30 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND CONVEYED TO THE REDLANDS ORANGEDALE ASSOCIATION, A CORPORATION, BY DEED RECORDED APRIL 9, 1941 IN BOOK 1469, PAGE 437, OFFICIAL RECORDS; THENCE WEST ALONG THE NORTH LINE OF SAID COMPANY'S LAND, 100 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID COMPANY'S LAND, 40 FEET TO A POINT 202.6 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE WEST 76 FEET; THENCE SOUTH 10 FEET; THENCE WEST 124 FEET; THENCE SOUTH TO A POINT 218.5 FEET SOUTH OF THE CENTER LINE OF WALNUT AVENUE; THENCE WEST 326 FEET TO THE WEST LINE OF SAID LOT; THENCE NORTH 218.6 FEET, MORE OR LESS, TO THE CENTER LINE OF WALNUT AVENUE; THENCE EAST ALONG THE CENTER LINE OF WALNUT AVENUE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITH NEVADA STREET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED DECEMBER 12, 1980 IN BOOK 5302, PAGE 486, OFFICIAL RECORDS, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE WEST LINE OF NEVADA STREET, 60 FEET WIDE, DISTANT ALONG SAID WEST LINE SOUTH 0 DEG. 25' 44" EAST 182.6 FEET FROM THE CENTER LINE OF WALNUT AVENUE; ABANDONED THENCE SOUTH 89 DEG. 34' 16" WEST 100.00 FEET; THENCE SOUTH 79 DEG. 54' 06" WEST 40.34 FEET; THENCE SOUTH 89 DEG. 05' 55" WEST 480.86 FEET TO THE WEST LINE OF SAID LOT 1.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEED RECORDED APRIL 25, 1988, INSTRUMENT NO. 88-122349, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERALS, OIL, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, WITHOUT HOWEVER THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM THE STATE OF CALIFORNIA, RECORDED FEBRUARY 6, 1963 IN BOOK 5847, PAGE 933, OFFICIAL RECORDS.

PARCEL NO. 2:

THAT PORTION OF LOT 1, BLOCK 2, HENRY L. WILLIAMS TRACT, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11

OF MAPS, PAGE 17, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 182.6 FEET SOUTH OF THE INTERSECTION OF THE CENTER LINES OF WALNUT STREET AND NEVADA STREET; THENCE WEST 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST 100 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO THE REDLANDS ORANGEDALE ASSOCIATION, A CORPORATION, BY DEED RECORDED APRIL 9, 1941 IN BOOK 1469, PAGE 437, OFFICIAL RECORDS; THENCE SOUTH 40 FEET TO A POINT 202.6 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE WEST 76 FEET; THENCE SOUTH 10 FEET; THENCE WEST 99 FEET TO THE NORTHEAST CORNER OF THE LAND CONVEYED TO THE ORANGEDALE PROTECTIVE ASSOCIATION, A CORPORATION, BY DEED RECORDED DECEMBER 12, 1930 IN BOOK 878, PAGE 185, OFFICIAL RECORDS; THENCE SOUTH ALONG THE EAST LINE OF SAID LAND 114.3 FEET TO THE NORTH LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY; THENCE EAST ALONG THE NORTH LINE OF SAID RIGHT OF WAY TO THE WEST LINE OF SAID NEVADA STREET; THENCE NORTH ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEED RECORDED APRIL 25, 1988, INSTRUMENT NO. 88-122349, OFFICIAL RECORDS.

APN: 0292-064-03-0-000 and 0292-064-05-0-000

Parcel Legal Description

REFERENCE IS MADE TO TITLE REPORT NO. 0623-1073342 PREPARED BY
FIRST AMERICAN TITLE COMPANY, DATED JUNE 23, 2003.

Real property in the City of Redlands, County of San Bernardino, State of California, described as follows:

THOSE PORTIONS OF LOTS 2, 3 AND 4, IN BLOCK 2 OF HENRY L. WILLIAMS TRACT, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 17, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 4, THENCE ALONG THE WEST LINE THEREOF, NORTH 0 DEG. 23' 34" WEST 53.40 FEET; THENCE NORTH 44 DEG. 35' 26" EAST, 28.28 FEET, THENCE NORTH 88 DEG. 54' 13" EAST, 1280.35 FEET TO THE EAST LINE OF SAID LOT 3, DISTANT ALONG SAID EAST LINE 131.98 FEET NORTHERLY FROM THE SOUTHEASTERLY CORNER OF SAID LOT 3, THENCE NORTH 89 DEG. 05' 05" EAST 683.45 FEET TO THE EAST LINE OF SAID LOT 2, THENCE SOUTHERLY ALONG SAID EAST LINE, 137.83 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOTS 2, 3, AND 4 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, OIL, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME SHOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF BY DEED RECORDED MARCH 11, 1963, IN BOOK 5867, PAGE 602, OFFICIAL RECORDS.

APN: 0292-064-02-0-000

Title Report (Easements)

REFERENCE IS MADE TO TITLE REPORT NO. 0623-1038136 PREPARED BY
FIRST AMERICAN TITLE COMPANY, DATED JUNE 23, 2003.

○ INDICATES PLOTTED HEREIN.

3. A right of way of undisclosed route and width for ingress and egress purposes over an established roadway on the property herein described, as conveyed to the Orangedale Protective Association, by agreement recorded July 12, 1915 in Book 575, page 86, of Deeds. (EXACT LOCATION OF SAID RIGHT-A-WAY CANNOT BE DETERMINED PER RECORD DEED.)
4. An easement for an 8-inch cement pipe line for drainage and incidental purposes in the document recorded March 16, 1934 as Book 944, page 255 of Official Records.
5. Abutter's rights of ingress and egress to or from the adjoining freeway have been relinquished in the document recorded April 25, 1988 as instrument No. 88-122349 of Official Records.

Title Report (Easements)

REFERENCE IS MADE TO TITLE REPORT NO. 0623-1073342 PREPARED BY
FIRST AMERICAN TITLE COMPANY, DATED JUNE 23, 2003.

○ INDICATES PLOTTED HEREIN.

- 3A Abutter's rights of ingress and egress to or from State Highway No. 10 have been relinquished in the document recorded March 11, 1963 as Book 5867, Page 602 of Official Records.
- 4A The effect of a deed executed by Mary J. Stagg, a widow who has not remarried to Mary J. Stagg, as trustee of the Mary J. Stagg Trust under Trust Agreement dated October 2, 1995 and her substitutes and successors thereunder, recorded January 22, 1996 as instrument no. 96-020526 of Official Records.
- At the date of recording of the document, the grantor had no record interest in the land.
- 5A A Declaration of Dedication for public road purposes, including public utility and public service uses, executed by the City of Redlands, recorded March 12, 1997, instrument no. 97-084943, Official Records.

EXHIBIT "B"

SPRINT LEGAL DESCRIPTIONS



Proposed Sprint Lease Area Legal Description

THAT PORTION OF LOT 4, BLOCK 2 OF HENRY L. WILLIAM TRACT, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO; STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 17, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 4, SAID POINT BEING 116.31 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE PERPENDICULAR FROM SAID SOUTH LINE NORTH 00° 25' 21" WEST 6.00 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 30.00 FEET;
THENCE WEST 43.00 FEET;
THENCE NORTH 30.00 FEET;
THENCE EAST 43.00 FEET TO TRUE POINT OF BEGINNING.

CONTAINING 1290 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE ACCESS AND UTILITY EASEMENTS REQUIRED TO SERVICE SAID SITE.



10'-0" Wide Proposed Sprint Utility Easement

A 10 FEET WIDE STRIP OF LAND BEING A PORTION OF LOT 4 BLOCK 2 OF HENRY L. WILLIAM TRACT, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO; STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 17, RECORDS OF SAID COUNTY, CENTERLINE OF EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 4, SAID POINT BEING 189.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE PERPENDICULAR FROM SAID SOUTH LINE NORTH 00° 25' 21" WEST 10.78 FEET; THENCE WEST 29.50 FEET TO POINT OF TERMINATION.



5'-0" Wide Proposed Sprint Access Easement

A 5 FEET WIDE STRIP OF LAND BEING A PORTION OF LOT 4 BLOCK 2 OF HENRY L. WILLIAM TRACT, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO; STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 17, RECORDS OF SAID COUNTY, CENTERLINE OF EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89°34'39" EAST 33.00 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 4; THENCE NORTH 00°23'05" EAST 3.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 4 NORTH 89°34'39" EAST 89.35 FEET; THENCE NORTH 00° 22' 15" WEST 2.50 FEET TO THE SOUTH LINE OF THE SPRINT LEASE AREA.

THE SIDELINES OF SAID STRIP EASEMENT SHALL EXTEND OR TERMINATE AT THE SAID SPRINT LEASE AREA.

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

(ACCESS EASEMENT, LEASE AREA & UTILITY EASEMENT)

