BASIC INFORMATION

Market: California

WCP Number: 47095

Site Name: Sprint / Helen Street Water Tank

Landlord: City of Redlands

Site Address: Apn# 0300-451-08, Redlands, CA 92373

Purchase Price: $105,000.00

Reversion Date: December 1, 2010

PURCHASE AND SALE OF EASEMENT, AND LEASE AND SUCCESSOR LEASE

This Purchase and Sale of Easement, Lease and Successor Lease (this "Agreement") is made as of November 18, 2003 (the "Effective Date") by and between WIRELESS CAPITAL PARTNERS, LLC ("WCP") and the person identified as Landlord on the signature page hereof ("Landlord").

Landlord, as lessor, and Sprint PCS Assets, LLC f/k/a Cox PCS Assets, LLC, a Delaware limited liability company ("Tenant"), are parties to that certain Lease, a copy of which is attached hereto as Exhibit A (the "Lease") with respect to the premises therein described (the "Premises").

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase Price.

On or before the Effective Date, WCP shall pay to Landlord, in consideration for the easement granted by Landlord to WCP, a one-time lump-sum amount equal to the "Purchase Price" set forth in the box entitled "Basic Information" above. Landlord shall not be entitled to any other compensation, fees, commissions, reimbursements, contributions or other payments under this Agreement or otherwise in connection with the easement, sale or assignment of the Lease, the performance of Landlord's other obligations under this Agreement or under any other documents executed in connection herewith.

2. Easement.

Landlord hereby grants to WCP an easement in the Premises on the terms and conditions set forth in this paragraph. Prior to the expiration or termination of the Lease, the easement shall be for the purpose of inspecting the antennas and telecommunications equipment then existing on the Premises from time to time and for the purposes set forth in Section 8 hereof. After the expiration or termination of the Lease, the easement shall be for the purpose of installing, improving, removing, maintaining, repairing and replacing of antennas and telecommunications equipment on the Premises, provided that the rights granted by Landlord to WCP hereunder shall not be greater than the rights granted by Landlord to WCP under the Successor Lease (as hereinafter defined).

3. Assignment of Lease.

(a) Effective upon the Effective Date, Landlord shall and hereby does sell, assign, set over, convey and transfer to WCP all of Landlord's right, title and interest in and to the Lease for and with respect to the period commencing on the Effective Date and ending on the Reversion Date. Without limiting the generality of the foregoing, WCP shall have the sole and exclusive right during the aforementioned term to (i) receive and collect all rent, income, charges, fees and other revenue payable by or on behalf of Tenant to Landlord under the Lease, or otherwise with respect to the occupancy, use or enjoyment of the Premises, whether described as base rent, additional rent, holdover rent or otherwise (collectively, "Rent"), including without limitation any Annual Rent Payment (as defined herein) payable with respect to the period prior to the Reversion Date (ii) enforce all of the lessor's rights and remedies under the Lease at such time, in such manner and in such order or combination as WCP deems appropriate in WCP's sole and absolute discretion; (iii) commence, defend and compromise any action or proceeding relating to Tenant's obligations under the Lease and to retain and direct counsel of its choosing in any such action or proceeding; (iv) file, pursue, defend and compromise any claim or adversary proceeding in any bankruptcy, insolvency or similar proceeding relating to Tenant's obligations under the Lease; (v) accept or decline a surrender or abandonment of the Premises by Tenant; (vi) continue the Lease in effect after Tenant's breach; (vii) terminate the Lease for any reason permitted under the Lease or under applicable law; (viii) extend or renew the term of the Lease from time to time (but not beyond the Reversion Date), or decline to do so; (ix) collect and receive any holdover rent, (x) terminate any holdover tenancy; (xi) determine or re-determine the expiration date or termination date of the Lease, which determinations and re-determinations shall be conclusive, and (xii) take any other action which the lessor is permitted to take under the Lease or under applicable law with respect to Tenant's obligations under the Lease or tenancy of the Premises. From and after the Effective Date, Landlord shall not, other than to the extent required herein or requested in writing by WCP, exercise or enjoy any of the rights or remedies of lessor under the Lease.

(b) Nothing contained herein, and no action or forbearance on the part of WCP, shall constitute or be construed as an assumption by WCP of any obligation or

liability of Landlord under the Lease or in respect of the Premises, whether arising or accruing prior to, on or after the Effective Date. Without limiting the generality of the foregoing, neither the collection of Rent by WCP, the enforcement of the lessor's rights and remedies under the Lease nor the taking of any action which the lessor is permitted to take under the Lease, or any combination of the foregoing, shall constitute or be construed as an assumption by WCP of any obligation or liability of Landlord under the Lease or in respect of the Premises. Landlord shall, within 5 calendar days of written request by WCP therefor, deliver to WCP actual possession and control of any security deposit under the Lease, and an assignment of any guaranty or other security for Tenant's obligation to pay Rent. WCP shall have no obligation with respect to any such security deposit or other security unless and until WCP has received actual possession and control of such security deposit or other security. WCP shall not have any liability or obligation with respect to the care, management or repair of the Premises or any land adjacent thereto, or any improvements thereon, or for any injury or damage sustained by any Person in, on, under or about the Premises.

(c) The foregoing sale and assignment is a present, absolute, unconditional and irrevocable sale and assignment. Landlord hereby irrevocably appoints WCP as its true and lawful attorney-in-fact, with full power of substitution, to demand and collect Rent and to exercise the other rights and remedies of lessor under the Lease.

(d) Notwithstanding any other provision of this Agreement, Landlord retains the absolute right to take any and all legal action reasonably necessary and appropriate under the Lease or otherwise to protect itself if Tenant's actions or inactions adversely affect or interfere with the Landlord's business or expansion thereof.

4. **Obligations of Landlord.**

Landlord shall continue to pay, perform and otherwise discharge all obligations and liabilities of the lessor under the Lease and in respect of the Premises, whether arising prior to, on or after the Effective Date. Without limiting the generality of the foregoing, Landlord shall (a) fully, faithfully and timely perform all covenants to be performed by the lessor under the Lease; (b) not suffer or allow any breach, default or event of default by the lessor to occur thereunder; (c) not take any action for the purpose, or with the effect, of inducing or causing Tenant to exercise, or not to exercise, a right to renew or extend the Lease; and (d) not perform or discharge any obligation or liability of lessor under the Lease in a manner that would (i) hinder, delay or otherwise adversely affect WCP's receipt and collection of Rent or the exercise by WCP of any of its other rights and remedies under the Lease; (ii) give rise to any offset or deduction by Tenant, or the withholding by Tenant of Rent for any cause or reason whatsoever, or the assertion of any such right by Tenant. By way of illustration and not limitation, Landlord shall not threaten or commence any action or proceeding against Tenant with respect to Tenant's obligations under the Lease or file or pursue any claim or adversary proceeding against Tenant in any bankruptcy, insolvency or similar proceeding with respect to Tenant's obligations under the Lease. Landlord shall not, and shall have no authority to, modify, amend, extend or renew the Lease, or waive any default by Tenant thereunder, or declare or assert the extension, renewal, termination or expiration thereof.

5. **Cooperation by Landlord.**

(a) From time to time hereafter, (i) Landlord shall promptly furnish to WCP such information (including documents and records in Landlord's possession, custody or control) regarding the Lease, the Premises and Tenant as WCP reasonably requests; (ii) Landlord shall provide access to the Premises (to the extent not prohibited by the Lease) for the purpose of WCP's inspection of the Premises and improvements thereon, and such other purposes as WCP reasonably deems appropriate. Landlord shall deliver to WCP a copy of any written communication that Landlord delivers to Tenant at the same time and in the same manner that such communication is delivered by Landlord to Tenant. Landlord shall promptly deliver to WCP a copy of any written communication that Landlord receives from Tenant. Landlord shall keep WCP reasonably informed of any other communications between Landlord and Tenant, and of any other notices or communications from any other entity, trust, association or individual (each, a "Person") that relates to the Lease or the Premises.

(b) WCP may negotiate and agree with Tenant or its subtenants and licensees to allow access to the Premises twenty-four hours per day, seven days per week, to allow Tenant to assign the Premises, to allow the installation, improvement, removal, maintenance, repair and replacement of existing or additional antennas and telecommunications equipment on the Premises and Landlord shall reasonably cooperate with WCP and/or Tenant in connection therewith, including obtaining permits therefor.

6. **Notice to Tenant.**

On or prior to the Effective Date, Landlord shall execute and furnish to WCP a notice (the "Tenant Notification Letter") in the form of Exhibit B attached hereto. Within three calendar days of the Effective Date, Landlord shall deliver an original or copy of the Tenant Notification Letter to Tenant. WCP shall be responsible for taking such other action as is necessary or appropriate to give Tenant actual notice of the sale and assignment of the Lease, and to cause Tenant to commence payment and delivery of Rent directly to WCP. WCP may elect also

to deliver an original or copy of the Tenant Notification Letter to Tenant at such time or times after the Effective Date that WCP deems appropriate. After the Effective Date, Landlord shall notify WCP by telecopy within 5 business days of Landlord's receipt of any payment in respect of Rent, and Landlord shall forward such payment to WCP within 5 business days (a) by reputable overnight courier service which provides package tracking services (if such payment was received by Landlord by check or other negotiable instrument; provided Landlord shall endorse such negotiable instrument in favor of WCP prior to forwarding it to WCP)

7. **Impositions.**

Landlord shall pay or cause to be paid, prior to delinquency or default, all mortgages, charges and other obligations ("Impositions") that are or could become liens against the Premises, whether existing as of the date hereof or hereafter created or imposed, and whether or not recourse to Landlord, and WCP shall have no obligation or liability therefor. Without limiting the generality of the foregoing, assessments are the obligation of Tenant under the Lease.. WCP may from time to time as WCP deems appropriate file, record, serve and/or deliver a request for notice of default, deficiency or sale upon any Person to whom an Imposition is payable. Landlord shall have no obligation for payment of any liens improperly filed against the Premises, as a result of or in connection with WCP's or Tenant's negligent and/or intentionally wrongful act or omissions committed in connection with this agreement.

8. **WCP's Remedies.**

(a) If any Imposition, or any installment thereof, is not paid within the time hereinabove specified, and if such Imposition is or could become senior in right of payment or foreclosure to this Assignment, then WCP shall have the right, but not the obligation, from time to time and at any time, in addition to its other rights under this Agreement and applicable law, to pay and/or discharge such Imposition, together with any penalty and interest thereon, and Landlord shall reimburse WCP therefor immediately upon payment by WCP thereof. If WCP so elects by written notice to Landlord, then the amount reimbursable by Landlord to WCP shall constitute a lien upon Landlord's right, title and interest in the land upon which the Premises are located, and such lien may be foreclosed privately or judicially if and to the extent permitted by applicable law. If and to the extent permitted by applicable law, WCP shall be subrogated to the rights of the Person to whom the Imposition was due, and such lien shall have such priority and benefit from such other rights and remedies, including foreclosure, as were formerly available to such Person with respect to the Imposition.

(b) If WCP determines in its reasonable discretion that Landlord has failed, after reasonable notice and opportunity, to perform any covenant, obligation or duty which Landlord is bound to perform under the Lease or applicable law relating to the Lease or the Premises, then WCP shall have the right, but not the obligation, from time to time and at any time, to perform such covenant, obligation or duty, and Landlord shall, within 30 days of receipt of an invoice therefor, reimburse WCP for all costs and expenses incurred by WCP in connection therewith, together with an administrative fee, in an amount not more than $250, as reasonably determined by WCP.

(c) In addition to its other rights and remedies under this Agreement and applicable law, WCP may enforce this Agreement by specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law, it being acknowledged by Landlord that money damages may not be an adequate remedy for the harm caused to WCP by a breach or default by Landlord under this Agreement, and Landlord waives the posting of a bond in connection therewith.

9. **Successor Lease.**

Upon the expiration of the term of the Lease (including without limitation any termination resulting from an election by Tenant not to exercise a right to renew or extend the Lease or the failure, whether inadvertent or otherwise, to exercise any such right) or upon the termination of the Lease for any reason (including without limitation any termination resulting from (x) a default or breach by Tenant, (y) a rejection or deemed rejection of the Lease in bankruptcy), Landlord shall and hereby does lease the Premises to WCP, for a term commencing upon the expiration or termination of the Lease and ending upon the Reversion Date, upon terms and conditions which are identical to those in the Lease, provided however, that (a) WCP shall be named as tenant in the place and stead of Tenant; (b) the term shall be as stated in the preceding clause; (c) WCP shall have no obligation to pay Rent of any kind or nature to Landlord during, for or with respect to any period prior to the Reversion Date, it being understood that part of the consideration for the Purchase Price is prepayment in full for the lease rights provided in this section; (d) such lease shall be freely assignable or subleasable by WCP, in whole or in part, as WCP deems appropriate; (e) WCP shall have no obligation to cure any defaults of Tenant under the Lease, and the new lease shall waive any defaults arising from facts and circumstances then existing; (f) WCP shall have an easement or license for access and utility purposes upon the same terms as any such easement or license then or previously benefiting Tenant, as well as a license to enter upon Landlord's land for the purpose of laying down existing improvements and erecting new ones, and for staging of construction

materials; (g) WCP shall have the right to vacate the Premises at any time or from time to time without terminating the Lease; and (h) WCP shall have the right to surrender the Premises and terminate all of its obligations theretofore or thereafter arising under such a lease by executing and delivering and/or recording a quitclaim therefor at any time, which quitclaim shall be effective as of the date stated therein. WCP and Landlord shall promptly and in good faith negotiate, execute and deliver such a new agreement evidencing such lease. Prior to the execution and delivery of such a lease, this Agreement shall constitute good and sufficient evidence of the existence of such agreement, and WCP shall have the immediate right to the possession, use and enjoyment of the Premises following the expiration or termination of the Lease regardless whether such a lease is then being negotiated or has yet been executed or delivered. As between Landlord and WCP, WCP shall have the right, but not the obligation, to use and enjoy any improvements or equipment installed or constructed by Tenant upon the Premises. The rights granted to WCP in this paragraph are presently vested, irrevocable property interests.

10. Representations

Landlord hereby represents and warrants to WCP, as of the date hereof, that:

(i) The Lease, this Agreement and such other documents constitute the legal, valid and binding obligation of Landlord, enforceable against Landlord in accordance with their terms.

(ii) The execution, delivery and performance by Landlord of the Lease, this Agreement and such other documents does not and will not violate or conflict with any provision of Landlord's organizational documents (if Landlord is an organization) or of any agreement to which Landlord is a party or by which Landlord is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Landlord is subject.

(iii) Any permits, licenses, consents, approvals and other authorizations which are required to be obtained in connection with Landlord's execution, delivery or performance of the Lease, this Agreement and such other documents have been obtained and are in full force and effect.

(iv) There is no pending or threatened action, suit or proceeding that, if determined against Landlord, would adversely affect Landlord's ability to enter into the Lease, this Agreement or such other documents or to perform its obligations hereunder or thereunder.

(v) A true, correct, and complete copy of the Lease (including all amendments, modifications, supplements, waivers, renewals and extensions thereof) and of each memorandum of lease, memorandum of commencement, non-disturbance agreement, estoppel certificate, assignment, sublease and other instrument or agreement executed by Landlord or Tenant in connection therewith or relating thereto, together with all amendments or supplements thereof (if any) is attached hereto as Exhibit A.

(vi) Landlord owns 100% of the lessor's right, title and interest in and to the Lease. Landlord owns 100% of the fee title to the Premises. Except as disclosed on the preliminary title report referred to on Exhibit C attached hereto, Landlord has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease or in and to the Premises to any other Person.

(vii) Other than the Lease, there are no agreements, arrangements or understandings to which Landlord is a party or by which Landlord is bound, relating to the Lease or to the Premises. The Lease constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

(viii) The name, address (including individual contact) and facsimile/telecopy number for giving of notices by Landlord to Tenant under the Lease are accurately set forth on Exhibit C attached hereto. Without taking into consideration any right of Tenant to extend or renew the Lease, the Lease expires on the date (the "Expiration Date") set forth on said Exhibit C. Tenant has no right to extend or renew the Lease except as set forth on said Exhibit C.

(ix) The sums (each, a "Annual Rent Payment") payable by Tenant to Landlord from and after the date hereof under the Lease in respect of base rent are set forth on Exhibit C attached hereto, together with the date or dates upon which each such Annual Rent Payment is payable. The Annual Rent Payment is subject to adjustment or re-calculation only at the time and in the manner, if any, set forth on said Exhibit C. Tenant has no right of offset or deduction, and, except as set forth on said Exhibit C, no period of free or reduced rent, with respect to any Annual Rent Payment due or payable after the date hereof. Except as set forth on said Exhibit C, Tenant has not paid, and Landlord has not collected, any Rent in respect of any period more than 30 calendar days from the date hereof, nor has Landlord received any security deposit, letter of credit, guaranty or other security for Tenant's obligation for payment of Rent.

(x) Landlord has not breached or defaulted upon Landlord's obligations under the Lease, and no fact or circumstance presently exists which, with the giving of notice or the lapse of an applicable cure period, or both, would constitute a breach or default by Landlord under the Lease. To the best of Landlord's knowledge, Tenant has not breached or defaulted upon Tenant's obligations under the Lease, and no fact or circumstance presently exists which, with the giving of notice or lapse of an applicable cure period, or both, would constitute a breach or default by Tenant under the Lease. At no time prior to the date hereof has Landlord delivered or received notice of a breach or default by either Landlord or Tenant under the Lease or notice of the existence of a fact or circumstance which, with the giving of notice or the lapse of an applicable cure period, or both, would constitute a breach or default by either Landlord or Tenant under the Lease.

(xi) Tenant has not notified Landlord of any intention or desire to terminate the Lease or surrender or abandon the Premises.

(xii) Tenant's use and enjoyment of the Premises does not depend upon any license or easement (other than licenses and easements that may be granted in the Lease) for access or utility purposes.

11. **Memorandum.**

On or prior to the Effective Date, Landlord shall deliver to WCP two originals of a Memorandum of Purchase and Sale of Easement, Lease and Successor Lease in the form of Exhibit D attached hereto (the "Memorandum"), duly executed by Landlord and otherwise in recordable form. WCP may record the Memorandum in the real property records of the jurisdiction in which the Premises are located, and in such other place or places as WCP deems appropriate. WCP's interest in the Lease and the Premises are intended to and shall be an interest in real property. Notwithstanding the foregoing, WCP may elect to file in such place or places as WCP deems appropriate one or more financing and continuation statements under the Uniform Commercial Code naming Landlord as debtor and the Lease, the Rent and the proceeds thereof as collateral, and in the event that WCP's interest in such collateral is later determined to be an interest in personal property rather than real property, then Landlord agrees that this Agreement shall constitute a pledge and security agreement with respect to such collateral and that WCP shall have a perfected security interest in such collateral.

12. **Casualty and Eminent Domain.**

WCP shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the lessor's interest under the Lease for the period commencing on the Effective Date and ending on the Reversion Date. Landlord shall promptly notify WCP of any casualty to the Premises, relating to the Premises, or any portion thereof. Landlord shall not settle or compromise any insurance claim relating to the Premises without WCP's prior written approval, which shall not be unreasonably withheld.

13. **Further Assurances.**

The parties shall, from time to time, upon the written request of the other party, promptly execute and deliver such certificates, instruments and documents and take such other actions as may be appropriate to effectuate or evidence the terms and conditions of this Agreement or to enforce all rights and remedies hereunder or under the Lease.

14. **Notices.**

Any notice required or permitted to be given hereunder shall be in writing and shall be served by personal delivery, by telecopy or by Federal Express or another reputable overnight courier service, addressed to the party to be notified. If there is any dispute regarding the actual receipt of notice, the party giving such notice shall bear the burden of providing reasonably satisfactory evidence of such delivery or receipt. For the purposes of the foregoing, the addresses of the parties shall be as set forth below their names on the signature page hereof.

15. **Entire Agreement.**

This Agreement, and the instruments and agreements referred to herein, constitute the entire agreement between Landlord and WCP with respect to the subject matter hereof. Without limiting the generality of the foregoing, Landlord acknowledges that it has not received or relied upon any advice of WCP or its representatives regarding the tax effect or attributes of the transactions contemplated hereby.

16. **Counterparts.**

This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.

17. **Amendments, Etc.**

This Agreement may be amended, modified or terminated only by a writing signed by the party against whom it is to be enforced. No act or course of dealing shall be deemed to constitute an amendment, modification or termination hereof.

18. **Successors and Assigns.**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties

hereto. The obligations of Landlord hereunder, including the obligation to deliver any security deposit to WCP pursuant to Section 3(b) hereof, shall burden the land upon which the Premises are located, and shall run with such land. WCP may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of WCP's right, title and interest in and to this Agreement, the Lease and/or the documents executed and delivered in connection herewith and therewith without notice to or consent of Landlord. Upon request by WCP, Landlord shall in writing acknowledge a proposed or completed transfer by WCP and confirm that Landlord's consent thereto is not required.

19. **No Third Party Beneficiaries.**

Nothing express or implied in this Agreement is intended to confer any rights or benefits on any Person other than Landlord and WCP, and their permitted successors and assigns.

20. **Governing Law.**

(A) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PREMISES ARE LOCATED, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF. THIS AGREEMENT SHALL OTHERWISE BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

(B) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPERIOR COURT OF SAN BERNARDINO COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

21. **Attorney's Fees.**

In any action or proceeding brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the lesser of (a) 10% per annum or (b) the highest rate permitted by applicable law.

22. **Severability.**

If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability, and the remaining provisions shall remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, are not affected thereby in a materially adverse manner with respect to either party.

23. **Hold Harmless and Indemnification.**

WCP shall defend, indemnify and hold harmless the Landlord, its elected officials, officers, employees and agents, from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with WCP's negligent and/or intentionally wrongful act or omissions committed in connection with this agreement; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of Landlord, its elected officials, officers, employees or agents.

24. **Possessory Interest.**

WCP shall pay any and all taxes and assessments which may, during the term of the Agreement, be levied or assessed on the personal property of WCP and located on the Premises. WCP acknowledges and agrees that, in accordance with California Revenue and Taxation section 107.6. the Premises may be subject to the property taxation and that WCP may be deemed to have a possessory interest in such property and may be subject to the payment of property taxes levied on such interest.

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

LANDLORD:

CITY OF REDLANDS, a California Municipal corporation

By:
Name: Karl N. Haws
Title: Mayor

Address: P. O. Box 3005
Redlands, CA 92373
Attn: Gary Phelps
Fax: 909-798-7503

Attest:

Lorrie Poyzer, City Clerk

WCP:

WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company

By:
Name: Steven M. Wheelon
Title: Senior Vice President

Address: 2800 28th Street, Ste. 100
Santa Monica, California 90405
Attn: Steven M. Wheelon
Fax: (310) 593-2815

EXHIBIT A
TO PURCHASE AND SALE OF LEASE

LEASE

WCP 47095

ORIGINAL

PCS SITE AGREEMENT

Site Name: Helen Court Water Tank

Site I.D. No.: SB-35-XC-081(B)

1. Property and Use.

A. The City of Redlands ("Owner") is the owner of the real property and improvements described in Exhibit "A" (the "Property") and hereby leases to Cox PCS Assets, L.L.C., a Delaware limited liability company ("Cox"), a portion of the Property as described in Exhibit "A" herein referred to as the "Site" which consists of: (i) approximately 667 square feet upon which Cox will construct its equipment base station; (ii) ground space for installation of antenna poles and (iii) ground space for cable runs to connect the equipment and antenna poles in the locations on the Property described in the plans marked as Exhibit "B" attached hereto, and pursuant to the terms and conditions of Conditional Use Permit ("CUP") No. 728 attached hereto as Exhibit C.

B. The Site shall be used by Cox, subject to the conditions set forth in CUP No. 728, for the sole purpose of installing, removing, replacing, maintaining, modifying and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, related antennas, equipment, back-up power sources (including generators and fuel storage tanks), cable, wiring and fixtures and, if applicable, an antenna structure. Owner hereby grants Cox an easement for ingress to and egress from the Property and access to Cox's Site and improvements located on the Property as shown on Exhibit B, and Cox shall have access to the Site twenty-four (24) hours per day, seven (7) days per week. Cox shall use the Site in a manner which shall not unreasonably disturb the occupancy of Owner's other tenants, or Owner's use of the Property.

C. In construction and use of the Site by Cox, Cox shall remove no trees that are present on the Property at the time Cox takes possession of the Site. Violation of this provision shall be grounds for immediate termination of the lease by Owner at the Owner's sole discretion. Owner shall be entitled to immediate possession of the Site and retention of all prepaid rent as liquidated damages for violation of this Section.

D. Cox is leasing the Site in "AS-IS" condition and Owner does not represent that the Site is suitable for Cox's intended use. Cox is responsible to undertake such due diligence as it deems necessary to determine the condition and suitability of the Site.

2. Term. The term of this Agreement (the "Initial Term") is twenty (20) years, commencing on the date ("Commencement Date") both Cox and Owner have executed this Agreement.

3. Rent. Rent shall be in the amount of Twenty-Five Thousand Dollars ($25,000.00 per year, for each year during the term of this Agreement. Rent will be increased every five years on the anniversary of the Commencement Date by fifteen percent (15%).

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Cox is entitled to access and use of the Site as provided herein throughout the term of this Agreement. Notwithstanding the forgoing, in the event of any situation which poses an immediate threat of substantial harm or damage to persons and/or property and which requires entry on the Site by Owner, Owner may enter the Site and take such actions as are required to protect individuals or personal property from such substantial harm or damage; provided that promptly after such entry into the Site (in no event later than forty-eight (48) hours), Owner gives telephonic and written notice to Cox of Owner's entry onto the Site.

5. Assignment/Subletting. Cox shall not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld. In the event Cox attempts any assignment or transfer without the Owner's prior written consent, such action shall be null and void, and this Agreement shall immediately be subject to termination at the option of Owner.

6. Notices. All notices shall be in writing and are effective three days after deposited in the U.S. mail, certified and postage prepaid, or the next business day when sent via overnight delivery. Notices to Cox are to be sent to 4683 Chabot Drive, Suite 100, Pleasanton, CA 94588 with a copy to Sprint Law Department, 6391 Sprint Parkway, Mailstop: KSOPHT0101-Z2020, Overland Park, Kansas 66251-2020, Attention: Sprint PCS Real Estate Attorney. Notices to Owner shall be sent to the address shown underneath Owner's signature.

7. Improvements. Cox may, at its expense, make any improvements on the Site permitted pursuant to CUP No. 728.

PCS SITE AGREEMENT

8. Compliance with Laws. Cox shall comply with all applicable laws relating to Cox's operation of the PCS and the improvements constructed by Cox at the Site.

9. Interference. Cox shall resolve technical interference problems with other equipment located at the Site at the time of its entry onto the Site or with any equipment that Cox attaches to the Site at any future date if Cox desires to add additional equipment to the Site. Owner will not permit the installation of any future equipment which results in technical interference problems with Cox's then existing equipment, subject to the terms set forth in this paragraph 9. Owner shall have the right to have installed equipment by any other provider that City allows on the Helen Court Water Tank site, except that this new provider's use cannot interfere with Cox's operation at the Site. Cox shall allow the installation of equipment for use by the City of Redlands or its agencies or departments ("New Equipment") and Cox shall have the obligation to resolve any interference resulting therefrom. However, prior to installation of any New Equipment at the Property, Owner will give Cox 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, Owner will use its best efforts to locate the New Equipment on the Property in a manner so that no interference will result between the operation of Cox's equipment and the proposed New Equipment. If, despite all reasonable efforts, interference between the City Equipment and Cox's equipment cannot be avoided, then Owner may terminate this Agreement by giving Cox thirty (30) days written notice of termination. Rent will continue until Cox vacates the Site, and will be prorated.

10. Utilities. Owner grants Cox the right to obtain telephone and electrical service for the operation of its PCS in the locations designated on Exhibit B and CUP 728. Cox shall pay for all utilities used by it at the Site. Owner will cooperate, to the extent allowed by law, with Cox in Cox's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any license agreement or other instrument reasonably required by the utility company, provided Owner incurs no cost or expense therefore.

11. Termination. A. Cox may terminate this Agreement at any time by sixty (60) days prior notice to Owner without further liability if (i) Cox does not obtain all permits, consents, easements, non-disturbance agreements or other approvals (collectively, "approvals") reasonably desired by Cox or required from any governmental authority or any third party related to or reasonably necessary to operate the PCS system, or if any such approvals are canceled, expire or are withdrawn or terminated, or (ii) if Owner fails to have ownership of the Site or authority to enter into this Agreement, or (iii) if Cox, 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 Owner, unless termination is pursuant to (ii) above or a result of Owner's default. If, after the commencement of full rent under this Agreement, Cox terminates this Agreement pursuant to Section (iii) above, Cox will pay Owner a termination fee equal to six (6) months of the then current annual rent.

11B. If Cox violates any term or condition of CUP No. 728 or of this Agreement, or if Owner, in its sole discretion, determines the use of the Site by Cox is impairing or hindering Owner in any manner so that continued use by Cox is determined not to be in the Owner's best interest, and after notice and a reasonable time not to exceed thirty (30) days to cure said impairment or hindrance, and at the sole discretion of Owner, Owner determines that Cox is unable to cure said impairment or hindrance, Owner may, without further liability, immediately terminate this Agreement by written notice to Cox. Upon termination, all prepaid rent, as prorated by use, shall be returned to Cox, up to a maximum of six months of the annual rent. Cox shall be allowed to remove all of its personal property, including its equipment, cabling and antennas, and return the Site to its pre-agreement condition.

12. Default. If either party is in default under this Agreement 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 Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement 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.

PCS SITE AGREEMENT

Site Name: Helen Court Water Tank

Site I.D. No.: SB-35-XC-081(B)

13. Indemnity. Owner and Cox 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 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 Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on or under the Site or Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Cox shall not introduce or use any such substance on the Site in violation of any applicable law.

15. Taxes. Cox shall be responsible for payment of all real and personal property taxes assessed directly upon the Property and arising from its use of the PCS on the Site.

16. Insurance. Cox shall procure and maintain commercial general liability insurance, with limits of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner prior to Cox's occupancy of the Site. Owner shall be named an additional insured under the insurance policies required of Cox, and such insurance shall be primary with respect to Owner and non-contributing to any insurance or self-insurance maintained by Owner. Such policy shall provide that cancellation or modification will not occur without at least forty-five (45) days prior written notice to Owner.

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

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

19. Miscellaneous. (a) This Agreement applies to and binds the successors, and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State of California; (c) This Agreement (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 Agreement must be in writing and executed by both parties; (d) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement 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 Agreement is entitled to receive its reasonable attorneys' fees and other reasonable costs and expenses from the non-prevailing party.

20. Recordation. In entering into this Agreement, Cox and Owner 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 Cox have actual and constructive notice of Cox's obligations under and the benefits and burdens of, this Agreement. Therefore, the Parties agree to execute a memorandum of PCS Site Agreement (Exhibit "D"), which shall be recorded in the official records of the County of San Bernardino. Said Memorandum shall be recorded prior to and a conduit of obtaining approval of and recording of all building permits. Costs of the recording of this memorandum shall be paid for by Cox.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B, C and D.

SIGNATURES FOLLOW ON PAGE 4

PCS SITE AGREEMENT

Site Name: Helen Court Water Tank Site I.D. No.: SB-35-XC-081(B)

OWNER: CITY OF REDLANDS,
a California municipal corporation

By: Pat Gilbreath

Print Name: Pat Gilbreath

Its: Mayor

S.S./Tax No.: _____

Address for Notice and Rent:

Post Office Box 3005

Redlands, California 92373

Phone: (909) 793-2661

Dated: Sept. 19, 2001

Attest:

By: Lorrie Poyzer
Lorrie Poyzer
City Clerk

COX PCS ASSETS, L.L.C.,
a Delaware limited liability company

By: George Ghantous

Its: Regional Director of Site Development

Dated: 6/14, 2001

EXHIBIT A
to
PCS SITE AGREEMENT

DESCRIPTION OF OWNER'S PROPERTY &

DESCRIPTION OF PROPERTY LEASED TO COX

Site Name: Helen Street Water Tank Site I.D. No.: SB-35-XC-081(B)

Description of Owner's Property:

The real property situated in the County of San Bernardino, State of California, and more particularly described as:

That portion of Government Lot 13 in Section 7, Township 2 South, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official plat thereof, described as follows:

Beginning at a point on the West line of said Section 7, being South 1° 09′ East 1,880.00 feet from the Northwest corner of said Section 7;
thence from this point of beginning along said West line of said Section 7, South 1° 09′ East 225.5 feet;
thence North 88° 51′ East 200.00 feet;
thence North 1° 09′ West 100.00 feet;
thence North 12° 29′ West 128.00 feet;
thence South 88° 51′ West 174.85 feet to the Pont of Beginning.

Together with that portion conveyed to the City of Redlands by deed recorded December 28, 1953 in Book 3301, page 119, Official Records.

Description of Property Leased to Cox:

That portion of Government Lot 13 in Section 7, Township 2 South, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official plat thereof, described as follows:

The South 23.00 feet of the North 38.75 feet, together with the East 29.00 feet of the West 149.00 feet of said Lot 13 as shown on the "Not a Part" portion of sheet 2 of 3 Parcel Map No. 5422 filed in Book 133, Pages 98-100 of parcel maps in the office of the County Recorder of said County.

Description of Access Easement Leased to Cox:

A 20 foot strip of land in Government Lot 13 in Section 7, Township 2 South, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official plat thereof, the centerline of said strip described as follows:

Beginning at a point on the northerly line of the "Not a Part" portion of sheet 2 of 3 Parcel Map No. 5422 filed in book 133, pages 98-100 of Parcel Maps in the office of the County Recorder of said County, said point being 15.85 feet from the Northeast corner of said portion; thence perpendicular to said line S00°47'45"E 33.75 feet to the point of termination.

Owner Initials
Cox Initials

EXHIBIT B
to
PCS SITE AGREEMENT

DESCRIPTION OF COX'S SITE

Site Name: Helen Court Water Tank Site I.D. No.: SB-35-XC-081(B)

[Site Plans Attached Consisting of 2 Pages]

Owner Initials _____

Cox Initials _____

EXHIBIT C
to
PCS SITE AGREEMENT

CONDITIONAL USE PERMIT NO. 728

Site Name: Helen Court Water Tank

Site I.D. No.: SB-35-XC-081(B)

[Conditional Use Permit Issued by City of Redlands Attached Consisting of 3 Pages]

Owner Initials _____

Cox Initials _____

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING DIVISION

CONDITIONS OF APPROVAL AND DEVELOPMENT INFORMATION FOR

CONDITIONAL USE PERMIT NO. 728

Date of Preparation:	March 7, 2001
Planning Commission Date:	March 13, 2001
Applicant:	Sprint PCS
Location:	Southwest of Helen Court

The following items are information for the applicant to be aware of during the development process:

- The issuance of any permits shall comply with all provisions of the Redlands Municipal Code.
- Unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code, this application shall expire on March 13, 2003.

The proposed project is for the installation of four (4) twenty-five (25) foot cellular towers with two (2) antennas on each pole for a wireless telecommunication facility. The proposed cellular facility is located on a parcel that is approximately one (1) acre in size and contains a city water tank. The cellular facility includes six (6) ancillary equipment cabinets that would be contained within an six (6) foot high chain link fence except as noted below located in the northeast portion of the site. The proposed cellular tower would be provided with a stealth treatment in the form of a lollipop design.

CONDITIONS OF APPROVAL

1. All plans submitted to the City shall reflect all elements of the Planning Commission approval and any other changes required by the Commission and/or staff. This condition applies to site plans, landscape plans, elevations, grading, and all other illustrations, text, or plans submitted to the City in connection with the project.

2. All utilities shall be placed underground. Plans shall be submitted that detail the undergrounding of all on-site utilities, subject to review and approval by the Community Development Director, prior to issuance of building permits.

3. Ground mounted equipment shall be screened from public view on all sides subject to review and approval by the Community Development Director, prior to issuance of building permits.

4. Multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s). The location and method of enclosure or

screening of this equipment shall be shown on the final working drawings prior to building permit issuance. Location of said equipment shall be coordinated with appropriate utility company (i.e., Southern California Gas Company or Southern California Edison Company) The applicant shall submit plans showing details of screening subject to review and approval by the Community Development Director, prior to issuance of building permits.

5. The project site shall be kept in a weed and dust free condition throughout all periods of development.

6. Noise producing equipment shall be acoustically insulated to prevent impacts on adjacent residential uses and/or sensitive receptors. The location of such equipment shall be shown on the site plan and shall be subject to review and approval by the Community Development Director, prior to issuance of building permits. The plans should also detail any noise reduction measures taken.

7. Exterior fire and/or mechanical equipment shall be appropriately screened or painted to match the freeway sign color, except for equipment designated by the Fire Chief as being exempt from this requirement.

8. Pursuant to Government Code Section 66020(d), certain fees, dedications, reservations or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90) day protest period. Please be advised that the ninety (90) day protest period for those fees, dedications, reservations and exactions which are subject to Government Code Section 66020(a) has commenced to run on the date this project was approved by the City.

9. The maximum height of all fencing shall not exceed six (6) feet in height. No barbed wire shall be placed at the site.

10. The equipment cabinet area shall be enclosed on the north and east side by a six (6) foot tall decorative block wall. The south and west side may be enclosed by a six (6) foot tall chainlink fence.

Approved by:

Jeffrey L. Shaw
Community Development Director

City of Redlands

INTER OFFICE MEMORANDUM

Community Development Department
PLANNING DIVISION

DATE: MARCH 12, 2001

TO: PLANNING COMMISSION

FROM: JOHN JAQUESS
CITY PLANNER

SUBJECT: CUP 728 - SPRINT PCS

Since the staff report was prepared and transmitted to the Planning Commission, it was brought to the attention of staff by the City Attorney's office that an additional condition of approval was needed. This condition is to address the fact that any approval to use the City property for private use must be subject to an approved lease between the City Council and the leasee, in this case Sprint PCS. Therefore, the following condition of approval is proposed to be added as part of the Planning Commission's action if approval is granted.

Condition No. 11 (added)

11. Approval of this application for a conditional use permit does not allow the applicant the right to enter onto City property unless and until an approved executed lease agreement exists between the applicant and the City for the right to place a wireless telecommunication facility on site at the City's water tank property. Further, approval of this conditional use permit does not commit the City to negotiate or enter into a lease agreement with the applicant. The applicant expressly consents to the addition of this condition of approval.

R:\JOHN\STAFF REPORTS\cup728memo.wpd

EXHIBIT D
to
PCS SITE AGREEMENT

MEMORANDUM OF PCS SITE AGREEMENT

Site I.D. No.: SB-35-XC-081(B)

Site Name: Helen Court Water Tank

THIS MEMORANDUM OF PCS SITE AGREEMENT is made and entered into as of June ___, 2001 by and between City of Redlands, a municipal corporation ("Owner") and COX PCS ASSETS, L.L.C., a Delaware limited liability company ("Cox").

WITNESSETH:

That Owner has leased to Cox and Cox has leased from Owner a portion of that certain real property (the "Property") in the State of California, County of San Bernardino, City of Redlands commonly known as Helen Court Water Tank site, 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 PCS Site Agreement by and between Owner and Cox dated June ____, 2001, and incorporated herein by reference (the "Agreement") for a term of twenty (20) years.

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

COX PCS ASSETS, L.L.C.,
a Delaware limited liability company

By: _____
Kelly Gamble

Title: Regional Director of Site Development
Address: 4683 Chabot Drive, Suite 100
Pleasanton, California 94588

CITY OF REDLANDS

By: _____
Mayor, City of Redlands

ATTEST:

_____
City Clerk

Owner Initials _____

Cox Initials _____

Recorded by Sprint
Sent ~~9-20-01~~ 10-2-01
(Exhibit corrected)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sprint Spectrum L.P.
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588
Attn: Property Specialist - San
Bernardino County; SB-35-XC-081(B)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF PCS SITE AGREEMENT is made and entered into as of June 19, 2001 by and between City of Redlands, a municipal corporation ("Owner") and COX PCS ASSETS, L.L.C., a Delaware limited liability company ("Cox").

WITNESSETH:

That Owner has leased to Cox and Cox has leased from Owner a portion of that certain real property (the "Property") in the State of California, County of San Bernardino, City of Redlands commonly known as Helen Court Water Tank site, 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 PCS Site Agreement by and between Owner and Cox dated June 19, 2001, and incorporated herein by reference (the "Agreement") for a term of twenty (20) years.

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

COX PCS ASSETS, L.L.C.,
a Delaware limited liability company

By: _____
George Ghantous
Title: Regional Director of Site Development
Address: 4683 Chabot Drive, Suite 100
Pleasanton, California 94588

CITY OF REDLANDS

By: _____
Mayor, City of Redlands

ATTEST:

_____
City Clerk

ACKNOWLEDGMENTS ATTACHED

EXHIBIT A
to
PCS SITE AGREEMENT

DESCRIPTION OF OWNER'S PROPERTY &

DESCRIPTION OF PROPERTY LEASED TO COX

Site Name: Helen Street Water Tank

Site I.D. No.: SB-35-XC-081(B)

Description of Owner's Property:

The real property situated in the County of San Bernardino, State of California, and more particularly described as:

That portion of Government Lot 13 in Section 7, Township 2 South, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official plat thereof, described as follows:

Beginning at a point on the West line of said Section 7, being South 1° 09′ East 1,880.00 feet from the Northwest corner of said Section 7;
thence from this point of beginning along said West line of said Section 7, South 1° 09′ East 225.5 feet;
thence North 88° 51′ East 200.00 feet;
thence North 1° 09′ West 100.00 feet;
thence North 12° 29′ West 128.00 feet;
thence South 88° 51′ West 174.85 feet to the Pont of Beginning.

Together with that portion conveyed to the City of Redlands by deed recorded December 28, 1953 in Book 3301, page 119, Official Records.

Description of Property Leased to Cox:

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The South 23.00 feet of the North 38.75 feet, together with the East 29.00 feet of the West 149.00 feet of said Lot 13 as shown on the "Not a Part" portion of sheet 2 of 3 Parcel Map No. 5422 filed in Book 133, Pages 98-100 of parcel maps in the office of the County Recorder of said County.

Description of Access Easement Leased to Cox:

A 20 foot strip of land in Government Lot 13 in Section 7, Township 2 South, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official plat thereof, the centerline of said strip described as follows:

Beginning at a point on the northerly line of the "Not a Part" portion of sheet 2 of 3 Parcel Map No. 5422 filed in book 133, pages 98-100 of Parcel Maps in the office of the County Recorder of said County, said point being 15.85 feet from the Northeast corner of said portion; thence perpendicular to said line S00°47′45"E 33.75 feet to the point of termination.

Owner Initials _____
Cox Initials _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On this 14th day of JUNE, 2001, before me, Christopher M. Hylton, a Notary Public in and for said State and County, personally appeared George Ghoubad, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

Witness ~~my hand and official~~ seal

CHRISTOPHER M. HYLTON
Commission # 1294713
Notary Public - California
Alameda County
My Comm. Expires Feb 20, 2005

Notary Public in and for said State and County

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2001, before me, _____, a Notary Public in and for said State and County, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Notary Public in and for said State and County

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 September 19, 2001, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Pat Gilbreath 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

CITY OF REDLANDS INCORPORATED 1888 CALIFORNIA

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, California

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Title or Type of Document: Memorandum of Agreement - COX PCS LLC
Number of Pages : four Date of Document: June 19, 2001
Signer(s) Other Than Named Above: George Ghantous

EXHIBIT B
TO PURCHASE AND SALE OF LEASE

TENANT NOTIFICATION LETTER

[Tenant Name & Address]

Re: Leased Telecommunications Site Property: Tower ID # _____, Site Name: _____, located at _____, Lease dated as of ____, as amended (the "Lease"), WCP #

Effective as of _____, all rights of the undersigned in and to the Lease were sold and assigned by the undersigned to Wireless Capital Partners, LLC ("WCP"). The undersigned will continue to own the premises, and has retained the obligations and liabilities of the landlord under the Lease.

After the date hereof, except for payments in respect of real property taxes and assessments, any amounts payable by you to Landlord under the Lease should be made payable to "Wireless Capital Partners, LLC", subject to any further instructions you may hereafter receive from WCP, and should be delivered to WCP at Dept. #2732, Los Angeles, California 90084-2732. Payments in respect of real property taxes and assessments should, to the extent payable by you to the landlord under the Lease, be paid by you to the undersigned.

Any future communications regarding the Lease should be made as directed by WCP. If you have any questions about the foregoing, please contact Tony Jukes at WCP, whose phone number is (310) 593-2840 and fax number is (310) 593-2815.

[LANDLORD SIGNATURE]

EXHIBIT C
TO PURCHASE AND SALE OF LEASE

Tenant Name:	Sprint PCS Assets, LLC f/k/a Cox PCS Assets, LLC
Tenant Address:	6391 Sprint Parkway, Mailstop: KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650
Expiration Date:	September 18, 2021 (including options to extend)
Tenant's Option or Renewal Rights:	Current term expires on 9/18/21, with no options to extend.
Current Annual Rent Payment:	$25,000.00
Adjustment or Recalculation of Annual Rent Payment:	Rent will be increased every five years on the anniversary of the Commencement Date by fifteen percent (15%).
Security Deposit:	- 0 -
Preliminary Title Report:	An Ownership and Encumbrances Report was ordered from **Land America.**

EXHIBIT D
TO PURCHASE AND SALE OF LEASE

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC
2800 28th Street, Suite 100
Santa Monica, California 90405
Attn: Steven M. Wheelon

MEMORANDUM OF PURCHASE AND SALE OF EASEMENT AND LEASE AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Easement and Lease and Successor Lease (this "Memorandum") is made as of _____ between _____ ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord and WCP are parties to a Purchase and Sale of Easement, Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned its right, title and interest in and to the lease described on Exhibit A attached hereto (the "Lease") affecting the real property described on Exhibit A attached hereto to WCP (the "Premises").

B. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has granted and hereby does grant an easement in the Premises to WCP, for the purpose of inspecting, installing, improving, enlarging, removing, maintaining, repairing and replacing of antennas and telecommunications equipment on the Premises. Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about ____ [and contains __ option(s) to renew or extend the term for an additional period of __ years each]. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on _____. Landlord has retained all of Landlord's obligations and liabilities under the Lease.

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

Landlord: _____

By: _____
Name: _____
Its: _____

WCP: WIRELESS CAPITAL PARTNERS, LLC

By: _____
Name: _____
Its: _____

[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]

SCHEDULE A

LEGAL DESCRIPTION
AND
LEASE DESCRIPTION

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC
2800 28th Street, Suite 100
Santa Monica, California 90405
Attn: Steven M. Wheelon
WCP# 47095

MEMORANDUM OF PURCHASE AND SALE OF EASEMENT AND LEASE AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Easement and Lease and Successor Lease (this "Memorandum") is made as of November 18, 2003 between CITY OF REDLANDS, a California Municipal corporation ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord and WCP are parties to a Purchase and Sale of Easement and Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned its right, title and interest in and to the lease described on Exhibit A attached hereto (the "Lease") affecting the real property described on Exhibit A attached hereto to WCP (the "Premises").

. B. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has granted and hereby does grant an easement in the Premises to WCP, for the purpose of inspecting, installing, improving, enlarging, removing, maintaining, repairing and replacing of antennas and telecommunications equipment on the Premises. Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about 9/18/2021 and contains no options to renew. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on November 30, 2010. Landlord has retained all of Landlord's obligations and liabilities under the Lease.

SCHEDULE A

LEASE DESCRIPTION
AND
LEGAL DESCRIPTION

That certain LEASE AGREEMENT dated September 19, 2001, by and between City of Redlands, a California municipal corporation, whose address is 35 Cajon Street, Suite 15 A, Redlands, CA 92399 ("Landlord") and Sprint PCS Assets, LLC f/k/a Cox PCS Assets, LLC, a Delaware limited laibility company ("Tenant"), whose address is 4683 Chabot Drive, Suite 100, Pleasanton, CA 94588, for the property located at APN # 0300-451-08, Redlands, CA 92373.

The Legal Description follows on the next page:

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

Landlord:

CITY OF REDLANDS,
a California municipal corporation

By: _____
Name: Karl N. Haws
Its: Mayor

Attest:

_____
Lorrie Poyzer
City Clerk

WCP:

WIRELESS CAPITAL PARTNERS, LLC,
a Delaware limited liability company

By: _____
Name: Steven M. Wheelon
Its: Senior Vice President

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 November 18, 2003, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Karl N. Haws 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

CITY OF REDLANDS
INCORPORATED
1888
CALIFORNIA

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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

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THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Title or Type of Document: Memorandum of Purchase and Sale of Easement and Lease and Successor Lease
Date of Document: November 18, 2003

TENANT NOTIFICATION LETTER

Sprint PCS Assets, LLC
Sprint National Lease Management
6391 Sprint Parkway
Mailstop: KSOPHTO101-Z2650
Overland Park, KS 66251-2650

Re: Leased Telecommunications Site Property: Tower ID # SB35XC081, Site Name: **Sprint / Helen Street Water Tank**, located at APN# 0300-451-08, Redlands, CA 92373, Lease dated as of September 19, 2001, as amended (the "Lease"), WCP #47095

Effective as of Nov.18,2003, all rights of the undersigned in and to the Lease were sold and assigned by the undersigned to Wireless Capital Partners, LLC ("WCP"). The undersigned will continue to own the premises, and has retained the obligations and liabilities of the landlord under the Lease.

After the date hereof, except for payments in respect of real property taxes and assessments, any amounts payable by you to Landlord under the Lease should be made payable to "Wireless Capital Partners, LLC", subject to any further instructions you may hereafter receive from WCP, and should be delivered to WCP at Dept. #2732, Los Angeles, California 90084-2732. Payments in respect of real property taxes and assessments should, to the extent payable by you to the landlord under the Lease, be paid by you to the undersigned.

Any future communications regarding the Lease should be made as directed by WCP. If you have any questions about the foregoing, please contact Tony Jukes at WCP, whose phone number is (310) 593-2840 and fax number is (310) 593-2815.

Thank you very much,

CITY OF REDLANDS,
a California municipal corporation

Name: _____
Title: Karl N. Haws
Its: Mayor

Attest:

By _____
Lorrie Poyzer, City Clerk

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 November 18, 2003, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Karl N. Haws 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

CITY OF REDLANDS INCORPORATED 1888 CALIFORNIA

~ ~

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: Tenant Notification Letter
Date of Document: November 18, 2003
Signer(s) Other Than Named Above: none

WCP
Wireless Capital Partners, LLC

2800 28th Street,Suite 100
Santa Monica,CA 90405
Phone: 310-593-2840 / 866-432-2274
Fax: 310-593-2815

November 17, 2003

Linda Emmerson
City of Redlands
City Attorneys Office
35 Cajon Street
Suite 200
Redlands, Ca 92373

Re: Apn# 0300-451-08 None, Redlands, CA 92373

Dear Linda:

Enclosed are the following documents related to the Wireless Capital Partners, LLC ("WCP") Lease Acquisition Program:

Purchase and Sale of Easement and Lease and Successor Lease:
Please sign in the identified space. This document serves as an assignment of rent payments to WCP from the Landlord in exchange for the negotiated lump sum payment.

Memorandum of Purchase and Sale of Easement and Lease and Successor Lease:
Please sign in the identified space and notarize appropriately. This document summarizes the provisions of the Purchase and Sale of Easement and Lease and Successor Lease document and gets recorded in the county records where the property is located.

Tenant Notification Letter:
Please sign in the identified space and notarize appropriately. This letter alerts the Tenant to the change in payee for the duration of the assigned period.

Form W-9:
Please sign where indicated and complete the required information requested. This document is necessary for tax reporting purposes.

Banking Information:
Please complete your wire information for the bank account in which you would like the lump sum payment deposited. Mike Reynolds Completing

Please return the above executed documents to the undersigned in the enclosed, self-addressed UPS package. Once we are in receipt of the signed documents, all due diligence items and the Title Company is able to issue a Title Policy with only the approved exceptions, we shall send you a settlement statement that represents the lump sum payment for your review and approval. Upon your execution of the settlement Statement, we shall close your transaction and wire the purchase price amount. Shortly thereafter, you will receive a fully executed and dated copy of the documents for your files.