

Communication Site Lease

This communication site lease ("Agreement") is dated as of _____, 2017 (the "Effective Date"), and is between NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (the "Tenant"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County").

Recitals

- A. The County is the owner of that certain real property located near Clayton, California, that is known as "Kregor Peak" and is more particularly described in Exhibit A (the "Site"). The Site is a one-acre parcel that has been improved with two communications towers and a number of supporting structures, all of which are solely owned by the County. The County uses the Site for its own communications needs and leases space on the communications towers to other entities. The Site is primarily used by the County and other public entities in the operation of emergency communications networks. At the time that the County acquired fee title to the Site, it also acquired an easement that permits ingress and egress to and from the Site across adjacent property (the "Easement"). The legal description of the Easement is set forth in Exhibit B.
- B. Prior to the County's acquisition of the Site in 2011, the County leased the Site from the previous owner under a lease dated November 15, 1960.
- C. In 1995, the County granted a license to Bay Area Cellular Telephone Company ("BACTC"), which authorized BACTC to use (i) an approximately 153 square foot storage vault on the Site (the "Tenant Vault"), and (ii) a portion of one of the communications towers, for the purpose of installing communications equipment in support of a cellular telephone network (the "License Agreement").
- D. The License Agreement expired by its terms on September 30, 2010. The parties agreed to extend the term of the License Agreement on a month-to-month basis beginning October 1, 2010.
- E. Tenant is the successor-in-interest to BACTC in and to the License Agreement. Tenant and the County desire to terminate the License Agreement and to enter into this Agreement as of the Effective Date.
- F. The "Premises" under this Agreement consists of (i) the Tenant Vault, (ii) an approximately 40 square foot concrete pad (the "Concrete Pad"), and (iii) that portion of one of the communications towers on which the Tenant has installed communications equipment.
- G. A depiction of the Site, which shows the location of each component of the Premises, is shown on Exhibit C.

H. Tenant has installed assorted communications equipment in the Tenant Vault and on a portion of one of the communications towers, including radios, antennas, microwave dishes, conduits, wires, and utility connections. Tenant intends to install a generator on the Concrete Pad. Tenant-owned equipment located at the Site as of the Effective Date, and the to-be-installed generator are the “Tenant Equipment.” The Tenant Equipment is identified with greater specificity on Exhibit D.

The parties therefore agree as follows:

AGREEMENT

1. Lease; Termination of License.

1.1 The County hereby leases the Premises to Tenant for the purpose of operating a communications facility that transmits and receives wireless communication signals.

1.2 Tenant may access the Property by using the route that is described in Exhibit B.

1.2 The License Agreement is terminated as of the Effective Date.

2. Term.

2.1 The term of this Agreement begins on the Effective Date.

2.2 The initial term of this Agreement is five years (the "Initial Term"). The Tenant may extend the Initial Term for two successive five-year periods (each, a "Renewal Term") on the same terms and conditions as set forth herein. The Initial Term and any Renewal Term are the "Term" of this Agreement.

2.3 Any holding over after the Term is a tenancy from month to month, subject to the terms of this Agreement as far as applicable, except the Rent (as defined below) will be 125% of the rent in effect at the end of the Term.

3. Rent.

3.1 Commencing on the Effective Date, Tenant shall pay rent ("Rent") to County as follows:

A. Initial Term:

i. Three Thousand Nine Hundred Fourteen Dollars (\$3,914) per month for the period that begins on the Effective Date and ends July 31, 2018.

ii. Four Thousand Thirty-One Dollars (\$4,031) per month for the

period that begins August 1, 2018, and ends July 31, 2019.

- iii. Four Thousand One Hundred Fifty-Two Dollars (\$4,152) per month for the period that begins August 1, 2019, and ends July 31, 2020.
- iv. Four Thousand Two Hundred Seventy-Seven Dollars (\$4,277) per month for the period that begins August 1, 2020, and ends July 31, 2021.
- v. Four Thousand Four Hundred Five Dollars (\$4,405) per month for the period that begins August 1, 2021, and ends July 31, 2022.

B. First Renewal Term:

- i. Four Thousand Five Hundred Thirty-Seven Dollars (\$4,537) per month for the period that begins August 1, 2022, and ends July 31, 2023.
- ii. Four Thousand Six Hundred Seventy-Four Dollars (\$4,674) per month for the period that begins August 1, 2023, and ends July 31, 2024.
- iii. Four Thousand Eight Hundred Fourteen Dollars (\$4,814) per month for the period commencing August 1, 2024, and ending July 31, 2025.
- iv. Four Thousand Nine Hundred Fifty-Eight Dollars (\$4,958) per month for the period that begins August 1, 2025, and ends July 31, 2026.
- v. Five Thousand One Hundred Seven Dollars (\$5,107) per month for the period that begins August 1, 2026, and ends July 31, 2027.

C. Second Renewal Term:

- i. Five Thousand Two Hundred Sixty Dollars (\$5,260) per month for the period that begins August 1, 2027, and ends July 31, 2028.
- ii. Five Thousand Four Hundred Eighteen Dollars (\$5,418) per month for the period that begins August 1, 2028, and ends July 31, 2029.
- iii. Five Thousand Five Hundred Eighty Dollars (\$5,580) per month for the period that begins August 1, 2029, and ending July 31, 2030.

- iv. Five Thousand Seven Hundred Forty-Eight Dollars (\$5,748) per month for the period that begins August 1, 2030, and ends July 31, 2031.
 - v. Five Thousand Nine Hundred Twenty Dollars (\$5,920) per month for the period that begins August 1, 2031, and ends July 31, 2032.
- 3.2 Rent is to be sent to the County at the address set forth in Section 19, Notices. Rent is payable monthly in advance and is due on or before the first day of each month. In partial months, Rent will be prorated based on a 30-day month.
- 3.3 Upon the agreement of County and Tenant, Tenant may pay Rent by electronic funds transfer (“EFT”). County shall provide Tenant with bank routing information and complete Tenant’s standard payment direction form requesting the payment of Rent by EFT as conditions to payment of Rent by EFT.
- 3.4 In addition to any other penalties provided in this Lease, any rent payment received later than the 10th day of the month in which it is due shall incur a late payment fee of \$400.00.
- 4. Security Deposit. To ensure Tenant's satisfactory performance of the terms of this Agreement, upon the execution of this Agreement, Tenant shall pay to County the sum of Five Thousand Dollars (\$5,000.00) (the "Security Deposit"). The County may hold the Security Deposit in a separate or general account as it determines in its sole discretion. Any interest accrued on the Security Deposit is for the benefit of County. If County makes a claim against the Security Deposit, Tenant shall restore the Security Deposit to its full amount of Five Thousand Dollars (\$5,000.00) within fifteen (15) days after the County's written demand therefor. After the expiration or earlier termination of this Agreement, County shall return to Tenant any unused portion of the Security Deposit held by County with a reasonable accounting for any deductions therefrom, upon the later to occur of (i) ninety (90) days after the expiration or termination, and (ii) ninety (90) days after the removal of the Tenant Vault and/or the Tenant Equipment, if required pursuant to Section 16, Ownership of Improvements, or Section 17, Ownership of Equipment.
- 5. Maintenance / Utilities.
 - 5.1 Tenant shall keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. County shall maintain the Site and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.
 - 5.2 Tenant shall provide electrical service to the Tenant Equipment that is separately metered and billed directly to Tenant by the utility company.
- 6. Taxes. Tenant shall pay personal property taxes assessed against the Tenant Equipment.

In addition, Tenant shall pay when due, all real property taxes, possessory interest taxes, and all other taxes, fees and assessments, if any, attributable to this Agreement. The Contra Costa County Assessor imposes a mandatory possessory tax on occupants of all County and other publicly owned properties, as of the lien date of January 1 of each year. Tenant recognizes that under this Agreement it may be considered by the Assessor to be the occupant of the Premises, and may be subject to this tax. If the Contra Costa Assessor does impose a tax or charge, Tenant is responsible for and shall immediately pay the tax or charge.

7. Access.

7.1 Tenant may access the Premises 24 hours a day, seven days a week. If County fails to provide the access granted by this Section 7, the sole remedy will be specific performance of this Agreement.

7.2 At all times when accessing the Premises, Tenant shall cause its employees, agents, and subcontractors to conduct their activities in a manner that does not interfere with or disrupt County's or County's other tenants' operations at the Site.

8. Interference.

8.1 Tenant shall operate the Tenant Equipment in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of County or other lessees or licensees of the Site as provided herein. Tenant acknowledges and agrees that County may grant a lease, license or other right to a third party for use of the Tower. Such use by a third party may include constructing, maintaining, securing, and operating a communications facility, (a "Secondary Facility"). Tenant shall use good faith efforts to cause the Tenant Equipment to not interfere with a Secondary Facility. In the event that the Tenant Equipment interferes with a Secondary Facility, or a Secondary Facility interferes with the Tenant Equipment, Tenant shall reasonably cooperate with the owner of the Secondary Facility to minimize such interference running in either direction. In the event that engineers for Tenant reasonably determine that no amount of reasonable cooperation will resolve an interference problem, the owner of the Secondary Facility will be required to make whatever changes are necessary to eliminate the interference. Tenant shall cooperate fully with the owner of a Secondary Facility in its efforts to eliminate interference, so that such owner may eliminate the interference at a lower cost as a result of such reasonable cooperation by Tenant. In the event interference between the Tenant Equipment and a Secondary Facility is eliminated and Tenant subsequently modifies its equipment in a way that interferes with such Secondary Facility, then Tenant shall use due diligence to eliminate the interference.

8.2 Tenant shall cause the Tenant Equipment to not interfere with any existing equipment used by existing tenants of the Site, provided that such existing equipment is operating in compliance with laws. In the event that an existing

tenant or a new tenant brings new equipment onto the Site or modifies its equipment such that it interferes with the Tenant Equipment or it turns out that the Tenant Equipment interferes with the new equipment, Tenant shall reasonably cooperate with the other tenant to allow the other tenant to minimize such interference being caused by that tenant's modified or new equipment. In the event that Tenant modifies its Tenant Facilities in a way that interferes with another preexisting use of another tenant, then Tenant shall use due diligence to eliminate the interference. In the event that engineers for the Tenant and engineers for the other tenant reasonably determine that no amount of reasonable cooperation will resolve an interference problem, the party who made the change that precipitated the interference will need to make whatever changes are required to eliminate the interference. Tenant shall cooperate fully so that any other tenant who must eliminate interference may do so at a lower cost as the result of such reasonable cooperation by Tenant.

8.3 Tenant shall cause its equipment to not interfere with any existing equipment used by County at the Site. In the event that any Tenant Equipment interferes with equipment used by County, Tenant shall use due diligence to eliminate the interference.

9. Default and Right to Cure.

9.1 The following is a default by Tenant and a breach of this Agreement: Tenant's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from County specifying the failure. A failure to cure a non-monetary default will not be deemed to exist if Tenant has commenced efforts to cure such default within the 30-day cure period, provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, County has the right to exercise any and all rights and remedies available to it under law and equity, including termination of this Agreement pursuant to Section 10, Termination.

9.2 The following is a default by County and a breach of this Agreement: County's failure to provide Tenant access to the Premises within 24 hours of receipt of notice from Tenant, or to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if County has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of County.

10. Termination. This Agreement may be terminated by County with three days written notice for non-payment of Rent in accordance with California statutory due process of law, following Tenant's uncured default pursuant to Section 9.1 above.

- 10.1 For any other default by Tenant that continues beyond any applicable cure period, this Agreement may be terminated by County with thirty days prior written notice.
- 10.2 This Agreement may be terminated by County upon thirty days prior written notice to Tenant if Tenant is delinquent in paying Rent for any two months in any consecutive twelve-month period during the Term.
11. Damage or Destruction. If the Site or the Tenant Equipment is damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer by giving fifteen days prior notice to County. Notwithstanding the foregoing, County is not responsible for any acts of vandalism occurring on the Tenant Equipment. Should any vandalism to the Tenant Equipment occur, any repairs are the sole responsibility of the Tenant, and Tenant may not terminate this Agreement without the prior written approval of the County. Furthermore, in the event of damage to the Tenant Equipment due to acts of God, war, strikes, fires, floods, or power failures, Tenant acknowledges that County is not responsible for any repairs necessary to the Tenant Equipment.
12. Condemnation. In the event County receives notification of any condemnation proceedings affecting the Site, County will provide notice of the proceeding to Tenant as soon as practicable. If a condemning authority takes all of the Site, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Site, Tenant, in Tenant's sole discretion, is unable to use the Site for the purposes intended hereunder, or such condemnation is reasonably expected to disrupt Tenant's operations at the Site for more than forty-five days, Tenant may terminate this Agreement as of the date the condemning authority takes such possession. Tenant's option to terminate pursuant to this Section 12 must be exercised in writing within fifteen days after County gives Tenant written notice of the condemnation (or in absence of such notice, within fifteen days after the condemning authority takes possession). The parties are each entitled to pursue their own separate awards in the condemnation proceedings, which for Tenant will include, where applicable, the depreciated value of its Tenant Facilities, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant does not diminish County's recovery.
13. Insurance and Indemnity.
- 13.1 Tenant shall purchase and maintain, at its own cost and expense, throughout the Term and until the Tenant Equipment has been removed, the following commercial general liability and property damage policies as County may deem necessary. Such policies shall include, at a minimum, (i) "All Risk" property insurance for the Tenant Equipment replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Five Hundred

Thousand Dollars \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to County as an additional insured. Tenant shall provide County with a Certificate of Liability Insurance and evidence that Contra Costa County, its officers, agents, and employees have been named as additional insureds. Such Certificate of Liability Insurance must include a provision that insurers will provide written notice to County at least thirty calendar days before cancellation (ten days' notice due to nonpayment).

- 13.2 Tenant shall indemnify, defend, and protect County and its respective officers, agents, and employees (the "Owner Parties") and hold the Owner Parties harmless from any claims, losses, damages, injuries, liabilities, penalties, forfeitures, violations, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") caused by (i) any occurrence in, upon, at or about the Site; (ii) Tenant's occupancy, use, construction of or on the Premises; (iii) the operation of the business of the Tenant on the Site; and (iv) any act or failure to act, occasioned wholly or in part by Tenant, its agents, employees, or invitees. Nothing contained herein may be construed to make Tenant liable for any injury or loss caused by the negligence or willful misconduct of County or any agent, representative or employee of County.
- 13.3 Notwithstanding anything to the contrary in this Agreement, Tenant and County each waives any claims that it may have against the other with respect to consequential, incidental or special damages.
- 13.4 The provisions of this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. Assignment and Subletting.

- 14.1 County may assign this Agreement at any time by providing Tenant written notice of same.
- 14.2 Tenant may not assign this Agreement or sublease the Premises, in whole or in part, without County's prior written consent. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the Tenant without any approval or consent of County to any entity that acquires, through a merger or acquisition, all or substantially all of Tenant's assets in the market (as defined by the FCC) in which the Tenant Equipment is located, provided Tenant gives written notice to County of any such merger or acquisition within thirty (30) days after the close of such merger or acquisition. Such written notice is to include the assignee's name and contact information. Tenant shall pay to County within forty-five (45) days of receipt of funds from each of its subtenants, one-third (1/3) of all rent received by Tenant from any subtenant. Such amount will be added to and considered to be a part of the Rent due from Tenant.

15. Maintenance and Improvements. Tenant may perform all work necessary to maintain the Premises for Tenant's communications operations. Prior to performing any work to add or remove Tenant Equipment to or from the Tower, Tenant shall submit to County, in writing, a description of the work Tenant desires to perform. County shall review the proposal within a reasonable period of time and will notify Tenant, in writing, of its decision to allow or not allow the work. Any work permitted by County is to be performed at Tenant's sole cost and expense and in a good and workmanlike manner. The County reserves the right to increase the Rent if additional Tenant Equipment is added to the Tower.

16. Ownership of Improvements.
 - 16.1 Title to the Tenant Vault and the Tenant Equipment will remain in Tenant until the expiration, cancellation, or other earlier termination of this Agreement. Upon expiration, cancellation, or other earlier termination of this Agreement, except as otherwise provided herein, title to the Tenant Vault will automatically vest in County and the Tenant Vault will remain on and will be surrendered with the Premises.

 - 16.2 If County does not desire title to the Tenant Vault, County shall notify Tenant in writing as soon as practicable that the Tenant must remove the Tenant Vault from the Site. If so notified, Tenant must remove the Tenant Vault from the Site within one hundred twenty (120) days following the expiration, cancellation or earlier termination of this Agreement. If Tenant fails to remove the Tenant Vault, County may remove the Tenant Vault at Tenant's expense, and upon written demand by County, Tenant shall immediately reimburse County, in full, for all of the costs and expenses incurred by County in removing the Tenant Vault.

17. Ownership of Equipment.
 - 17.1 Title to the Tenant Equipment will remain in the Tenant at all times during the Term. Subject to Section 15, Maintenance and Improvements, Tenant has the right to remove any or all of its personal property from the Premises, provided that upon any such removal, Tenant repairs, at Tenant's expense, any damage that results from such removal and leaves the Site in a clean and neat condition.

 - 17.2 If Tenant fails to remove any portion of the Tenant Equipment from the Premises within fourteen (14) days after the expiration, cancellation, or termination of this Agreement, Tenant's right, title and interest in any such equipment automatically transfers to County. If County does not desire title to any portion of the Tenant Equipment that remains on the Site, Lessor shall notify Tenant in writing as soon as practicable of the Tenant Improvements to be removed by Tenant (the "Excluded Equipment"). Tenant shall remove the Excluded Equipment, whether above or below ground, within one hundred twenty (120) days following the expiration, cancellation or earlier termination of this Lease.

18. Surrender of Possession. Upon the expiration, cancellation, or termination of this Agreement, Tenant shall surrender to County the Premises and the Tenant Vault in good condition (ordinary wear and tear and destruction to the Premises covered by Section 11, Damage or Destruction, excepted), provided, however, if Tenant is required to remove the Tenant Vault and/or Excluded Equipment, Tenant shall surrender that portion of the Premises occupied by the Tenant Vault and/or the Excluded Equipment within one hundred twenty (120) days after the expiration, cancellation, or termination of this Agreement in good condition (ordinary wear and tear and destruction to such Premises covered by Section 11, Damage or Destruction, excepted). If Tenant fails to surrender the Premises to County on expiration, cancellation, or termination of this Agreement, Tenant shall defend, indemnify, and hold County harmless from any and all claims, liability, costs, and damages that result from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant or renter.
19. Notices. All notices, requests, demands and other communications hereunder are to be given in writing and will be deemed given if either (i) personally delivered, (ii) mailed via certified mail with return receipt requested, or (iii) sent for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Admin
Re: Cell Site #CNU4384
Site Name: Kregor Peak (CA)
RF Search Ring Name: Clayton
Fixed Asset No: 10087770
575 Morosgo Drive NE
Suite 13-F, West Tower
Atlanta, GA 30324

If to County, to:

Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn: Principal Real Property Agent
Telephone: (925) 313-2220

With a copy of the notice to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #CNU4384
Site Name: Kregor Peak (CA)
RF Search Ring Name: Clayton
Fixed Asset No: 10087770
206 S. Akard Street
Dallas, TX 75202

A copy sent to the legal department is an administrative step that, by itself, does not constitute legal notice.

County or Tenant may from time to time designate any other address for this purpose by written notice to the other party.

20. Miscellaneous.

- 20.1 If Tenant is requested by County to pay Rent to a payee other than County, County shall notify Tenant at least thirty (30) days in advance in writing of the payee's name and address.
- 20.2 If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease will remain binding upon the parties as though the unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement, then this Agreement may be terminated by either party on ten business days' prior written notice to the other party hereto.
- 20.3 The terms and conditions of this Agreement, which by their sense and context survive the termination, cancellation or expiration of this Agreement, will so survive.
- 20.4 This Agreement is governed by the laws of the State of California, and binds and inures to the benefit of the successors and permitted assignees of the respective parties. Venue for any litigation is Contra Costa County.
- 20.5 This Agreement extends to and binds the heirs, personal representatives, successors and assigns of the parties hereto.
- 20.6 This Agreement constitutes the entire agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

The parties are signing this Agreement as of the date first above written.

COUNTY:

COUNTY OF CONTRA COSTA,
a political subdivision of the State of
California

By: _____
Julia R. Bueren
Director of Public Works

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

RECOMMENDED FOR APPROVAL:

Name: _____

Title: _____

By: _____
Karen A. Laws
Principal Real Property Agent

By: _____

Name: _____

By: _____
David L. Silva
Supervising Real Property Agent

Title: _____

APPROVED AS TO FORM:

Sharon L. Anderson, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

Page 1 of 1

KREGOR PEAK COMMUNICATIONS SITE:

Portion of the SW $\frac{1}{4}$ of Section 8, Township 1 North, Range 1 East, Mount Diablo Base and Meridian, described as follows:

Commencing on the southerly line of said SW $\frac{1}{4}$ (marked by a fence now upon the ground) at the intersection of the line, described in the right of way, through said SW $\frac{1}{4}$ of Section 8, from Edna Hanlon Thomas, a widow, to Pacific Gas and Electric Company, a California corporation, recorded on May 13, 1959, in Volume 3372 of Official Records, at page 437, Records of Contra Costa County, California; from said point of commencement the S $\frac{1}{4}$ corner of said Section 8 (marked by an intersection of fences now upon the ground) bears South 89° 39' 30" East, 1,193.4 feet; thence from said point of commencement, along said line described in said PGandE right of way, North 13° 04' 30" West, 1,524.00 feet; thence South 72° 28' 55" East, 573.97 feet to a 1 $\frac{1}{2}$ inch iron pipe set for the corner, and being the true point of beginning of the hereinafter described parcel of land; thence from said true point of beginning South 75° 26' 55" East, 290.40 feet to a 1 $\frac{1}{2}$ inch iron pipe set for the corner; thence North 14° 33' 05" East, 150.00 feet to a 1 $\frac{1}{2}$ inch iron pipe set for the corner; thence North 75° 26' 55" West, 290.40 feet to a 1 $\frac{1}{2}$ inch iron pipe set for the corner; thence South 14° 33' 05" West, 49.59 feet to a point hereinafter referred to as Point "A"; thence South 14° 33' 05" West, 100.41 feet to the true point of beginning.

Containing an area of one acre of land.

EXHIBIT B

LEGAL DESCRIPTION OF THE EASEMENT

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ACCESS EASEMENT:

A 20-foot strip of land, the center line of which is described as follows:

Beginning at Point "A", hereinabove referred to; thence from said point of beginning South 85° 31' West, 50.14 feet; thence along a tangent curve to the right having a radius of 50.00 feet, an arc distance of 36.68 feet; thence tangent to said curve, North 52° 27' West, 86.94 feet; thence along a tangent curve to the left, having a radius of 50.00 feet, an arc distance of 66.80 feet; thence tangent to said curve South 51° 00' West, 89.92 feet; thence along a tangent curve to the right, having a radius of 50.00 feet, an arc distance of 47.82 feet; thence tangent to said curve North 74° 12' 00" West, 141.41 feet; thence along a tangent curve to the right, having a radius of 30.00 feet, an arc distance of 78.61 feet to a point of reverse curve, a radial line of said reverse curve at said point bears North 14° 04' 30" West; thence along said reverse curve, having a radius of 180.00 feet through an angle of 44° 15' 30", an arc distance of 139.04 feet; thence tangent to said curve North 31° 40' 00" East, 120.05 feet; thence along a tangent curve to the left, having a radius of 100.00 feet, an arc distance of 48.53 feet; thence tangent to said curve North 3° 51' 50" East, 68.99 feet; thence along a tangent curve to the right, having a radius of 45.00 feet, an arc distance of 97.90 feet; thence tangent to said curve South 51° 29' 00" East, 84.51 feet; thence along a tangent curve to the left, having a radius of 75.00 feet, an arc distance of 122.81 feet; thence tangent to said curve North 34° 41' 40" East, 102.79 feet; thence along a tangent curve to the right, having a radius of 85.00 feet, an arc distance of 96.50 feet; thence tangent to said curve South 80° 15' 30" East, 45.56 feet; thence along a tangent curve to the left, having a radius of 50.00 feet, an arc distance of 35.33 feet; thence tangent to said curve North 59° 15' 10" East, 82.53 feet; thence along a tangent curve to the right, having a radius of 50.00 feet, an arc distance of 24.45 feet; thence tangent to said curve North 87° 16' 30" East, 11.25 feet; thence along a tangent curve to the left, having a radius of 75.00 feet, an arc distance of 55.05 feet; thence tangent to said curve North 45° 13' 20" East, 37.65 feet; thence along a tangent curve to the right, having a radius of 75.00 feet, an arc distance of 48.43 feet; thence tangent to said curve North 82° 13' 10" East, 43.02 feet; thence along a tangent curve to the left, having a radius of 100.00 feet, an arc distance of 26.13 feet; thence tangent to said curve North 67° 15' 00" East, 80.55 feet; thence North 67° 15' 00" East, 112.48 feet; thence northerly along a tangent curve, concave to the west, having a radius of 100.00 feet, through a central angle of 85° 43' 38", an arc distance of 149.62 feet; thence North 18° 28' 38" West, 302.83 feet; thence northerly along a tangent curve, concave to the west, having a radius of 250.00 feet, through a central angle of 27° 06' 04", an arc distance of 118.25 feet to a point on the north line of said southwest 1/4 of Section 8, from said point the west 1/4 corner of said Section 8 bears South 89° 56' 30" West, 2,162.11 feet; thence northwesterly along the arc of a curve concave to the southwest, the center of which bears South 44° 25' 18" West, having a radius of 250.00 feet, through a central angle of 12° 55' 36", an arc

distance of 56.40 feet; thence North 58° 30' 18", West 154.98 feet; thence northwesterly along the arc of a tangent curve, concave to the northeast, having a radius of 600.00 feet, through a central angle of 8° 30' 22", an arc distance of 89.08 feet; thence North 49° 59' 56" West, 14.74 feet; thence northwesterly along the arc of a tangent curve, concave to the southwest, having a radius of 150.00 feet, through a central angle of 18° 04' 14", an arc distance of 47.31 feet; thence North 68° 04' 10" West, 306.00 feet; thence along a tangent curve to the left, having a radius of 380.00 feet, an arc distance of 78.62 feet; thence tangent to said curve North 79° 55' 25" West, 81.57 feet; thence along a tangent curve to the right, having a radius of 100.00 feet, an arc distance of 9.43 feet; thence tangent to said curve North 74° 31' 20" West, 71.17 feet; thence along a tangent curve to the right, having a radius of 450.00 feet, an arc distance of 117.33 feet; to a point of reverse curve, a radial line of said reverse curve at said point bears South 30° 25' 00" West; thence along said reverse curve, having a radius of 96.24 feet, an arc distance of 59.75 feet; thence tangent to said curve South 84° 50' 50" West, 31.85 feet; thence along a tangent curve to the right, having a radius of 24.00 feet, an arc distance of 66.40 feet; thence tangent to said curve North 63° 22' 15" East, 30.46 feet; thence along a tangent curve to the left, having a radius of 150.00 feet, an arc distance of 81.06 feet; thence tangent to said curve North 32° 24' 30" East, 65.57 feet; thence along a tangent curve to the right, having a radius of 200.00 feet, an arc distance of 128.26 feet; thence tangent to said curve North 69° 09' 10" East, 79.61 feet; thence along a tangent curve to the left, having a radius of 200.00 feet, an arc distance of 31.06 feet; thence tangent to said curve North 60° 15' 20" East, 16.99 feet; thence along a tangent curve to the left, having a radius of 35.00 feet, an arc distance of 86.49 feet; thence tangent to said curve North 81° 20' 10" West, 24.66 feet; thence along a tangent curve to the right, having a radius of 75.00 feet, an arc distance of 64.14 feet; thence tangent to said curve North 32° 20' 20" West, 35.86 feet; thence along a tangent curve to the left, having a radius of 50.00 feet, an arc distance of 54.02 feet; thence tangent to said curve South 85° 45' 50" West, 8.07 feet; thence along a tangent curve to the right, having a radius of 70.00 feet, an arc distance of 95.33 feet; thence tangent to said curve North 16° 12' 20" West, 41.34 feet; thence along a tangent curve to the right, having a radius of 100.00 feet, an arc distance of 15.27 feet; thence tangent to said curve North 7° 27' 20" West, 120.48 feet; thence along a tangent curve to the left, having a radius of 155.00 feet, an arc distance of 43.98 feet; thence tangent to said curve North 23° 42' 50" West, 35.21 feet; thence along a tangent curve to the right, having a radius of 135.00 feet, an arc distance of 112.12 feet; thence tangent to said curve North 23° 52' 15" East, 115.15 feet; thence along a tangent curve to the right, having a radius of 200.00 feet, an arc distance of 31.16 feet; thence tangent to said curve North 32° 47' 55" East, 343.32 feet; thence along a tangent curve to the left, having a radius of 200.00 feet, an arc distance of 48.06 feet; thence tangent to said curve North 19° 01' 50" East, 166.45 feet; thence along a tangent curve to the left, having a radius of 200.00 feet, an arc distance of 14.44 feet; thence tangent to said curve North 14° 53' 35" East, 135.10 feet; thence along a tangent curve to the left, having a radius of 200.00 feet, an arc distance of 7.16 feet; thence tangent to said curve North 12° 50' 30" East, 134.54 feet; thence along a tangent curve to the left, having a radius of 60.00 feet, an arc distance of 123.82 feet; thence tangent to said curve South 74° 35' 55" West, 111.10 feet; thence along a tangent curve to the left, having a radius of 200.00 feet, an arc distance of 25.20 feet; thence tangent to said curve South 67° 22' 50" West, 117.71 feet; thence along a tangent curve to the right, having a radius of 60.00 feet, an arc distance of 48.53 feet; thence tangent to said curve North 66° 16' 20" West, 12.20 feet; thence along a tangent curve to the right, having a radius of 35.00 feet, an arc distance of 73.75 feet; thence tangent to said curve North 54° 27' 10" East, 141.87 feet; thence along a tangent curve to the left, having a radius of 450.00 feet, an arc distance of 308.18 feet; thence tangent to said curve North 15° 12' 50" East, 185.59 feet; thence along a tangent curve to the right, having a radius of 200.00 feet, an arc distance of 39.50 feet; thence tangent to said curve North 26° 31' 51" East, 260.64 feet; thence along a tangent curve to the right, having a radius of 350.00 feet, an arc distance of 167.89 feet; thence tangent to said curve North 54° 00' 50" East, 70.13 feet, more or less, to the southerly line of Black Diamond Way.

EXHIBIT C

DEPICTION OF THE SITE
AND THE LOCATION OF THE TENANT VAULT,
THE CONCRETE PAD AND THE RELEVANT COMMUNICATIONS TOWER

EXHIBIT D

DETAILED DESCRIPTION OF
TENANT EQUIPMENT

<u>Tower Equipment</u>	<u>Count</u>	<u>Make Model</u>
Existing Antennas	6	4xKathrein 742-264/ 2x Powerwave P65-15-XLH-RR
Existing Coax	14	7/8" diameter
Existing RRU	4	2xRRUS11 700 + 2xRRUS11 PCS
Existing TMA	8	6xKRY 112 71/2 + 2xKRF102 272/4
Existing Raycap	1	in existing 19" rack
Existing BTS Units	4	(2) 2206 & (2) 3206
Proposed Generator	1	50kw Diesel
Replace MTS (manual transfer switch)	1	New ATS (automatic transfer switch) in equipment room
Proposed additional concrete pad	1	For the proposed diesel generator