



Date: July 9, 2016
To: Mayor and City Council
From: Michael Chandler, Assistant to the City Manager
Subject: T-Mobile Lease Amendment 200 Wildcroft Drive

Recommendation

Approve a resolution authorizing the City Manager to execute a First Amendment to the Communications Site Lease Agreement with T-Mobile West, LLC, at 200 Wildcroft Drive, and finding project is categorically exempt under CEQA Section 15301 for minor modification to existing facility.

Staff met with the Franchise and Infrastructure Subcommittee on July 8, 2016. The Subcommittee recommended forwarding the item to Council for consideration.

Background

The City and Pacific Bell Mobile Services (“Pacific Bell”) entered into a lease agreement on May 30, 1996 (“Lease Agreement”) which allowed Pacific Bell to construct, maintain and operate a telecommunications facility on the City’s Wildcroft Reservoir Site for a total period of 30 years (initial 5-year term plus 5 successive 5-year renewal terms). Cingular Wireless, LLC (“Cingular”) acquired the lease soon thereafter and maintained those rights until ultimately T-Mobile West, LLC (“T-Mobile”) acquired the Lease Agreement via its transaction with Cingular in 2004.

T-Mobile submitted plans to the City on January 27, 2015, for a modification on the site involving the addition of one satellite dish two feet in diameter. The modification increases the height of the existing antennae structure approximately 4 feet, resulting in a new height of approximately 16 feet (see attached photo simulation depicting the proposed modification).T-Mobile received conditional Design Review approval from the City’s Planning Division on February 2, 2015, and the parties subsequently commenced negotiations on terms of a lease amendment to authorize the site modification.

The attached First Amendment to Lease Agreement will raise the monthly rent by \$400.00, from \$621.89/month to \$1,021.89/month, effective August 1, 2016. The existing annual CPI adjustment terms remain in effect. The First Amendment also includes a new Exhibit B-1, which replaces Exhibit B to the original Lease Agreement and reflects the equipment to be situated on the site.

Fiscal Impact

Effective August 1, 2016, rent will increase by \$400.00/month to \$1,201.89/month. Annual CPI adjustments prescribed in the original lease will remain in effect.

Environmental Impact

The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 in that the modification to be made to the existing facility that is the subject of the First Amendment to the Lease Agreement constitutes a minor modification to the cell site facility that will involve negligible or no expansion of use beyond that already occurring with the cell site equipment at the existing facility, within the meaning of CEQA Guidelines Section 15301.

Attachments:

1. Resolution
2. First Amendment to Communications Site Lease Agreement (with new Exhibit B-1)
3. Communications Site Lease Agreement (1996)
4. Wildcroft Photo Simulation

APPROVED BY:

Brad Kilger, City Manager

RESOLUTION NO. -16

AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT WITH T-MOBILE WEST, LLC, AND FINDING PROJECT IS CATEGORICALLY EXEMPT UNDER CEQA SECTION 15301 FOR MINOR MODIFICATION TO EXISTING FACILITY

WHEREAS, the City of Martinez (“City”) entered into a lease agreement on May 30, 1996 (“Lease Agreement”) which allowed the lessee to construct, maintain and operate a telecommunications facility on the City’s Wildcroft Reservoir Site located at 200 Wildcroft Drive (“Premises”); and

WHEREAS, T-Mobile West, LLC (“T-Mobile”) became the successor-in-interest to the original lessee in 2004 and has remained so since that date; and

WHEREAS, T-Mobile submitted an application to the City on January 27, 2015, to modify its facility on the Premises to add one satellite dish of two feet in diameter, which would increase the height of the existing facility by approximately 4 feet; and

WHEREAS, the City issued T-Mobile a conditional Design Review approval on February 2, 2015; and

WHEREAS, the proposed modification necessitates an amendment to the Lease Agreement that would include the replacement of the lease exhibit depicting the existing facility with an exhibit depicting the modified facility with the additional satellite dish equipment on the Premises; and

WHEREAS, and the City and T-Mobile have now reached accord on terms and conditions of a First Amendment to the Lease Agreement; and

WHEREAS, as a condition of the First Amendment to Lease Agreement, the monthly rent T-Mobile pays the City shall be increased by four hundred dollars (\$400), effective August 1, 2016.

NOW, THEREFORE, BE IT RESOLVED the City Council finds that the project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 in that the modification to be made to the existing facility that is the subject of the First Amendment to the Lease Agreement constitutes a minor modification to the cell site facility that will involve negligible or no expansion of use beyond that already occurring with the cell site equipment at the existing facility, within the meaning of CEQA Guidelines Section 15301.

BE IT FURTHER RESOLVED the City Council of the City of Martinez hereby authorizes the City Manager to execute the First Amendment to the Communications Site Lease Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 20th day of July, 2016 by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

FIRSTAMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRSTAMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("First Amendment") is made and entered into on _____, 2016 ("Effective Date"), by and between THE CITY OF MARTINEZ, a municipal corporation ("Lessor"), and T-MOBILE WEST LLC, a Delaware limited liability company, as successor in interest to PACIFIC BELL MOBILE SERVICES, a California corporation ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee entered into a Communications Site lease Agreement, dated May 30th, 1996 (the "Lease"), for the lease of the Premises located on a portion of the real property identified as Assessor's Parcel Number 154-690-002 ("Lessor's Property").

B. Lessor and Lessee desire to enter into this First Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Lessor Consent. Lessor hereby grants to Lessee the right and consents to Lessee's expansion of the Premises and the installation of a microwave dish and ancillary equipment as described and depicted in Exhibit "B-1", which is attached hereto and by this reference incorporated herein. Hereafter, Exhibit "B-1" shall replace the entirety of Exhibit "B" to the Lease and that equipment described and depicted in Exhibit "B-1" shall be specifically included within the description of the "Lessee's Facilities" under the Lease.

2. Increase in Rent. The Rent that Lessee pays Lessor will be increased by Four Hundred Dollars (\$400.00) per month commencing on August 1, 2016. Thereafter, Rent shall be payable in accordance with the terms of the Lease.

3. Lessee's Notice Address. Lessee's notice address in Section 17(c) of the Lease is hereby deleted in its entirety and replaced with the following:

If to Lessee: T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. BA01243A

4. Lessor Obligations. Notwithstanding anything to the contrary contained in the Lease, Lessor shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Lessor, HVAC, plumbing, elevators, landscaping and common areas.

5. Assignment. Section 13 of the Lease is hereby deleted in its entirety and is replaced in full as follows:

Lessor shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Lessee's receipt of written verification of a sale, or transfer of the Property shall Lessor be relieved of all liabilities and obligations and Lessee shall look solely to the new landlord for performance under this Lease. Lessor shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "Severance Transaction"), without the prior written consent of Lessee, which consent may be withheld or conditioned in Lessee's sole discretion. If Lessee consents to a Severance Transaction, Lessor and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Lessor under this Lease. Subject to Lessee's consent as required above, however, if a Severance Transaction occurs, Lessor and its successors and assigns shall remain responsible for the performance of all of the on-going duties and obligations of the Lessor under this Lease, including, without limitation, any provisions relating to the furnishing of access or utilities and neither Lessor nor its assignee or any Rent payee shall suffer or permit any interference with Lessee's rights or operations of the Antenna Facilities. A Severance Transaction shall not modify the terms of this Lease in any way.

This Lease may be assigned or transferred by Lessee without any approval or consent of the Lessor to: (i) the Lessee's principal, affiliates, or subsidiaries of its principal; (ii) any entity which shall merge or consolidate into Lessee; (iii) any entity which acquires or receives an interest in the majority of the communication towers or Lessee in the market defined by the Federal Communications Commission in which the leased Premises is located; or (iv) an affiliate or subsidiary or other party as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Lessor, which consent shall be within Lessor's sole discretion. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder.

6. Charges and Rents. Notwithstanding anything to the contrary contained in the Lease, the parties agree that, as of August 1, 2016, there are no payment obligations of Lessee under the Lease, including but not limited to the payment of Rent, utility charges, or other costs or fees that are overdue.

7. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this First Amendment, the terms and conditions of this First Amendment will govern and control.

8. Approvals. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

9. Authorization. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year firstwritten above.

**The City of Martinez,
a Municipal Corporation**

**T-Mobile West LLC,
A Delaware Limited Liability Company**

By: _____

By: _____

Name: _____

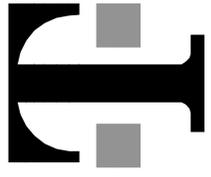
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



T-MOBILE WEST CORPORATION, a DELAWARE CORPORATION
SAN FRANCISCO AREA NEW SITE DEVELOPMENT

1855 GATEWAY BLVD., 9TH FLOOR, CONCORD, CA 94520



800-227-2600
Call 2 Full Working Days In Advance

BA01243A

MARTINEZ / WILDCROFT

200 WILDCROFT DRIVE
MARTINEZ, CA 94533

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- CALIFORNIA ADMINISTRATIVE CODES (INCL. TITLES 24 & 25) 2013
- CALIFORNIA BUILDING CODE 2013
- CALIFORNIA ELECTRICAL CODE 2013
- CALIFORNIA MECHANICAL CODE 2013
- CALIFORNIA PLUMBING CODE 2013
- CALIFORNIA FIRE CODE 2013
- LOCAL BUILDING CODE AMENDMENTS TO THE ABOVE.
- CITY / COUNTY ORDINANCES

ALONG WITH ANY OTHER APPLICABLE LOCAL AND STATE LAWS AND REGULATIONS

HANDICAP REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. ACCESSIBILITY ACCESS AND REQUIREMENTS ARE NOT REQUIRED. IN ACCORDANCE WITH CALIFORNIA BUILDING CODE, CODE OF REGULATIONS, TITLE 24, PART 2, VOLUME 1, CHAPTER 11B, DIVISION 2, SECTION 11B-203.5

PROJECT TEAM

Architect:
BORGES ARCHITECTURAL GROUP, INC.
1478 STONE POINT DRIVE, SUITE 350
ROSELLE, CA 95061
contact: BRIAN K. WINSLOW
email: BRIAN@BORGESARCH.COM
ph: (916) 782-7200
fax: (916) 773-3087

Applicant / Lessee:
T-MOBILE
1855 GATEWAY BLVD., 9TH FLOOR
CONCORD, CA 94520
contact: RYAN WUNSCH
email: RYAN.WUNSCH@T-MOBILE.COM
cell: (916) 670-0974

Site Acquisition:
FORZATELECOM
1330 NORTH BROADWAY, SUITE 202
WALNUT CREEK, CA 94596
contact: DAWN LOVE
email: DAWNLOVE@FORZATELECOM.COM
cell: (916) 451-5516

Zoning Manager:
FORZATELECOM
1330 NORTH BROADWAY, SUITE 202
WALNUT CREEK, CA 94596
contact: CHRIS COONES
email: CHRISCOONES@FORZATELECOM.COM
cell: (925) 716-1416

RF Engineer:
T-MOBILE
1855 GATEWAY BLVD., 9TH FLOOR
CONCORD, CA 94520
contact: TAI NGUYEN
email: GERRY.DIEZ@T-MOBILE.COM
cell: (510) 396-9180

Construction Manager:
T-MOBILE
1855 GATEWAY BLVD., 9TH FLOOR
CONCORD, CA 94520
contact: GERRY DIEZ
email: GERRY.DIEZ@T-MOBILE.COM
ph: (510) 918-9821

PROJECT DESCRIPTION

THIS IS AN APPLICATION SET OF DRAWINGS TO MODIFY AN UNMANNED T-MOBILE SERVICES FACILITY TO ADD A MICROWAVE DSH ANTENNA TO THE EXISTING EQUIPMENT.

PROJECT TYPE:
 EQUIPMENT MODIFICATION CO-LOCATION RAWLAND
 TENANT IMPROVEMENT

EQUIPMENT LOCATION: OUTDOOR INDOOR ROOFTOP
 PRE-FABRICATED EQUIPMENT SHELTER

ANTENNA LOCATION: MONOPOLE ROOFTOP GUYPED TOWER
 LATTICE TOWER ANTENNA POLE FLAG POLE

NUMBER OF ANTENNAS: (1) 24" DIA MICROWAVE DSH

NUMBER OF CABINETS: ADDITION OF MICROWAVE RADIO INSIDE EXISTING CABINET

DRIVING DIRECTIONS

FROM T-MOBILE OFFICE: CONCORD, CA

- Head southeast on Gateway Blvd
- Turn right onto Clayton Rd
- Turn right onto Market St
- Turn left onto Willow Pass Rd
- Continue onto Sunvalley Blvd
- Continue onto Taylor Blvd
- Turn right onto Pleasant Hill Rd
- Continue onto Alhambra Ave
- Turn right onto Wildcroft Dr

Destination will be on the right

VICINITY MAP



SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
A-1	OVERALL SITE PLAN
A-2	ENLARGED PLANS
A-3	SITE ELEVATIONS - DETAILS
MW-1	MICROWAVE SPECIFICATIONS

T-MOBILE APPROVALS

LANDLORD: _____
CONSTRUCTION MANAGER: _____
RF ENGINEER: _____
SITE ACQUISITION MANAGER: _____
ZONING MANAGER: _____
UTILITY COORDINATOR: _____
NETWORK OPERATIONS MANAGER: _____
PROGRAM REGIONAL MANAGER: _____

T-Mobile
T-MOBILE WEST CORPORATION
4 DELAWARE CORPORATION
SAN FRANCISCO AREA
NEW SITE DEVELOPMENT
1855 GATEWAY BLVD., 9TH FLOOR
CONCORD, CA 94520
(925) - 321 - 5977

PROJECT INFORMATION:

BA01243A

MARTINEZ /
WILDCROFT

200 WILDCROFT DRIVE
MARTINEZ, CA 94533
CITY OF MARTINEZ

CURRENT ISSUE DATE:

02/10/15

ISSUED FOR:

100% CD DRAWINGS

REV DATE DESCRIPTION BY

REV	DATE	DESCRIPTION	BY
0	01/09/15	90% CD SUBMITTAL	HLK
1	02/09/15	100% CD SUBMITTAL	HLK

PROJECT ARCHITECT / ENGINEER:

ARCHITECTURE
PLANNING
INTERIORS
Borges
ARCHITECTURAL GROUP
1478 STONE POINT DRIVE
ROSELLE, CA 95061
(916) 773-3087
BORGESARCH.COM

CONSULTANT:

FORZATELECOM, INC.
1330 North Broadway
Suite 202
Walnut Creek, CA 94596

DRAWN BY: CHK: APV:

H.L.H. B.K.W. B.K.W.

LICENSER:



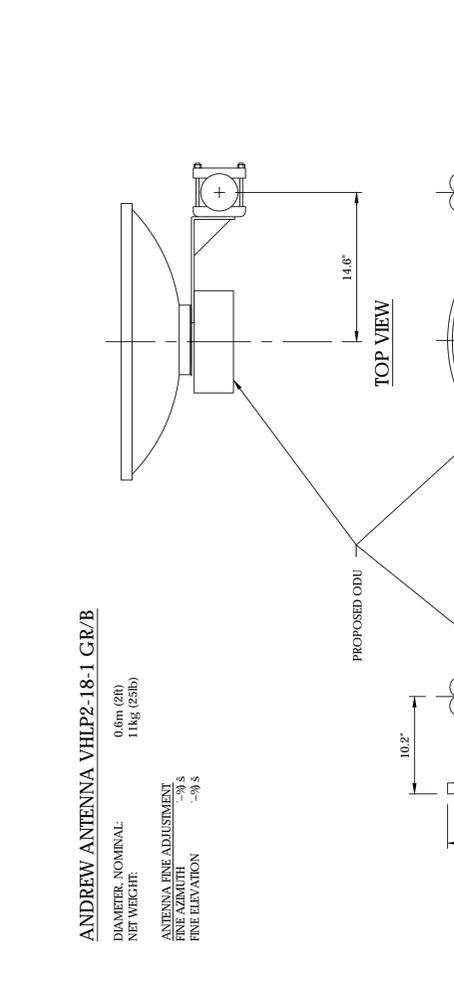
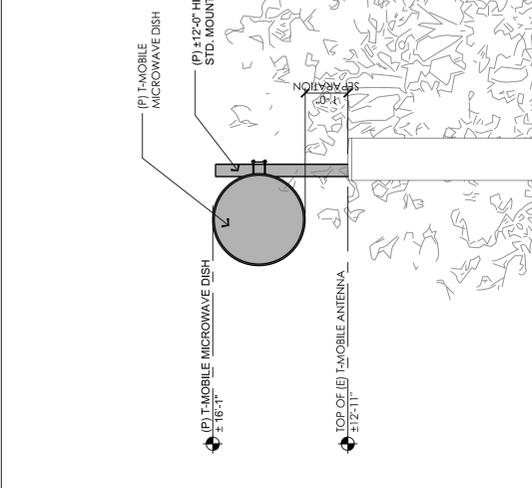
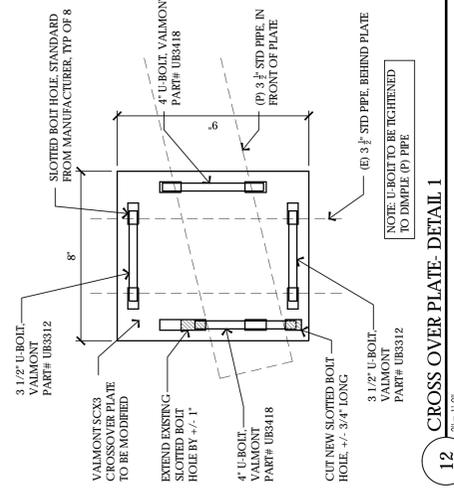
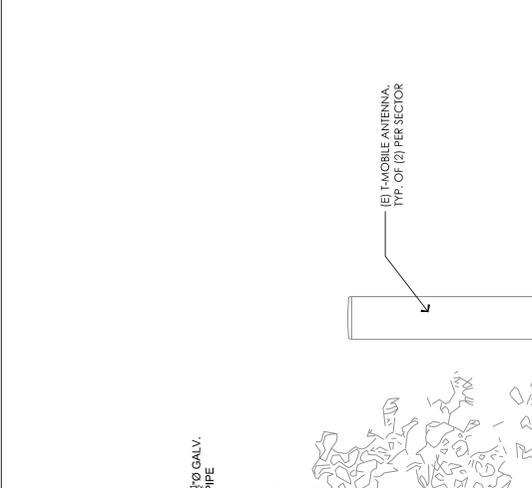
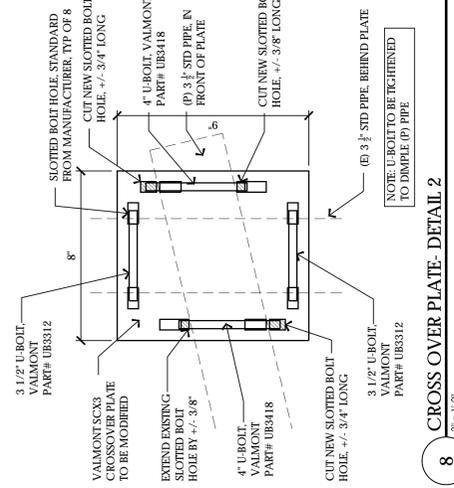
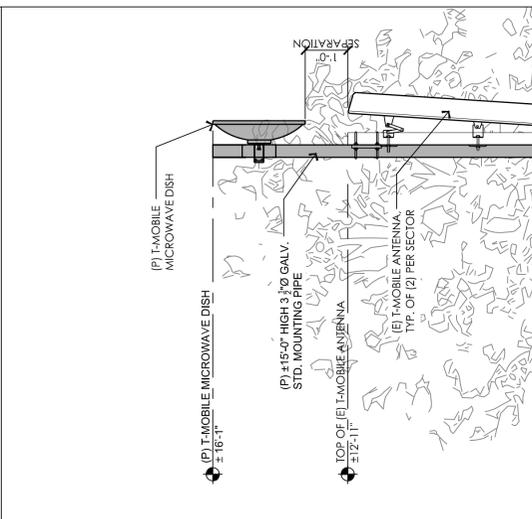
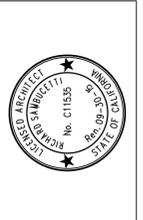
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TITLE SHEET

SHEET NUMBER:

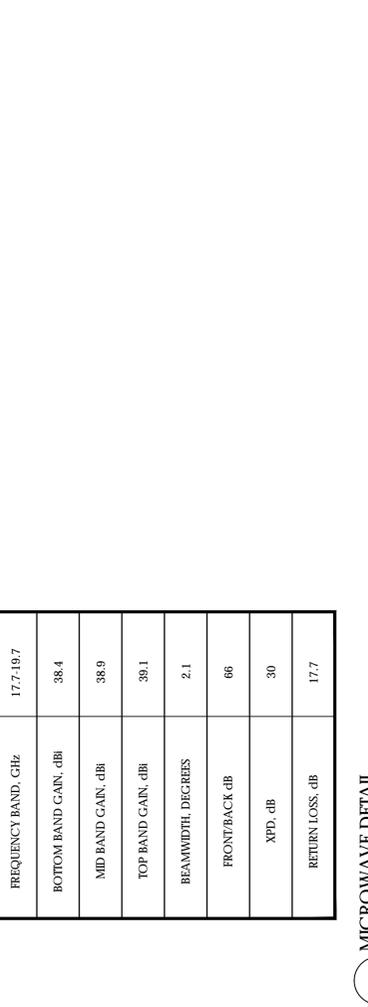
T-1

REV	DATE	DESCRIPTION	BY
0	01/09/15	90% CD SUBMITTAL	HLK
1	02/09/15	100% CD SUBMITTAL	HLK



ELECTRICAL SPECIFICATIONS

FREQUENCY BAND, GHz	17.7-18.7
BOTTOM BAND GAIN, dBi	38.4
MID BAND GAIN, dBi	38.9
TOP BAND GAIN, dBi	39.1
BEAMWIDTH, DEGREES	2.1
FRONT/BACK, dB	66
XPD, dB	30
RETURN LOSS, dB	17.7



MANUFACTURER: ANDREW (VALMONT OPTIONAL)

ITEM	PART NO.	DESCRIPTION	QTY
1	SCP10	SMALL CLAMP HALF	8
2	ME59-10	1/2\"/>	

ORIGINALSITE NUMBER: PL-243-12
SITE NAME: MARTINEZ B (WILDCROFT)*wildcroft***COMMUNICATIONS SITE LEASE AGREEMENT**
[for raw land]

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of May 30, 1996, is between **PACIFIC BELL MOBILE SERVICES**, a California corporation ("Lessee") whose address is 4410 Rosewood Drive, Building 1, 4th Floor, Pleasanton, California 94588, and **THE CITY OF MARTINEZ**, a municipal corporation ("Lessor") whose address is 525 Henrietta Street, Martinez, California 94533.

The parties hereto agree as follows: *S of Wildcraft Rd, E of Alhambra Ave*

1. **Premises.** Lessor owns the real property legally described in Exhibit "A" commonly known as Assessor's Parcel Number 154-690-002. Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property ("Lessor's Property") depicted in Exhibit "B", consisting of approximately 400 square feet of land including reasonable access and appropriate utilities with the approval of the owner (the "Premises").

2. **Use.** The Premises may be used by Lessee for any lawful activity in connection with the provisions of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Such use shall not cause any discernible noise to leave the Premises. The term "discernible noise" as used in this section shall mean a noise level of more than fifty-five decibels. Lessor agrees, at no expense to Lessor, to cooperate with Lessee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Conditions Precedent.** This Lease is conditioned upon Lessee, or Lessee's assigns, obtaining all governmental permits and approvals, including, but not limited to, design review and building permits, enabling Lessee, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises.

4. **Term.** The term of this Lease ("Term") shall be five (5) years commencing with the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises, or December 31, 1996, whichever is earlier ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for five (5) additional terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five year Term or any Renewal Term.

5. **Rent.** Following the full execution of this Lease, and upon Lessee's and Lessor's approval of the final drawings or property survey depicting the description of the Premises, Lessee shall pay Lessor a fee of Three Thousand Dollars (\$3,000.00). Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Four Hundred Dollars (\$400.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor's address specified in Paragraph 17, Miscellaneous.

Rent shall be adjusted annually as of the anniversary of the Commencement Date to the extent of any percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Consumers for the San Francisco-Oakland-San Jose Metropolitan area (hereinafter "CPI"). The rental adjustment shall be calculated by multiplying the Rent then in effect by a fraction, the denominator of which is the CPI in effect as of the calendar month fourteen full months prior to the anniversary date, and the numerator of which is the CPI in effect two full months prior to the anniversary date. Notwithstanding the foregoing, in no event shall Rent be increased by more than 3% of the Rent paid during the previous year.

If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final

fractional month of this Lease, or if this Lease is terminated before the expiration of any month for which Rent should have been paid.

6. Improvements; Access.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests or pre-construction work, Lessee will have insurance as set forth in Section 12, Insurance. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor. Lessee shall provide at least 24 hours advance notice to Lessor of Lessee's intention to access the Premises for said purposes and to conduct said activities. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor within a reasonable time, but in no event later than December 31, 1996, and this Lease will terminate.

(b) Lessee has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Subject to paragraph 9 herein, title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee and all of Lessee's Facilities shall remain the property of Lessee and are not fixtures. At the election of Lessor, Lessee shall remove all Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease and return the Premises to the condition which existed on the Commencement Date. Lessee represents that all of the improvements installed on the Premises by Lessee shall be in substantial compliance with building, life-safety, disability and other applicable laws, codes and regulations.

(c) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee throughout the initial Term and each Renewal Term so long as Lessee is not in material default beyond the expiration of any cure period. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor.

(d) Lessor shall maintain all existing access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

(e) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right.

(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation or maintenance of Lessee's Facilities.

(g) At Lessor's option, upon the expiration, cancellation or termination of this Lease, Lessee shall surrender Premises to the condition which existed on the Commencement Date (as practicable as possible), less ordinary wear and tear.

7. Interference with Communications. Lessee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on Lessor's Property on the Commencement Date ("Pre-existing Communications"), and Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Lessor shall not permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee described in Paragraph 2 above, as such operations and equipment of Lessee exist on the Commencement Date. Lessee shall resolve technical problems with any equipment that Lessee desires to add or attach to the Premises from time to time in its sole discretion. Such interference with Lessee's communications operations and equipment existing on the Commencement Date shall be deemed a material breach by Lessor. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore, Lessee shall have the right to bring action to enjoin such interference or to terminate the Lease immediately upon notice to Lessor. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the Commencement Date shall not be deemed interference.

8. Taxes. Lessee shall pay personal property taxes assessed against Lessee's Facilities and Lessor shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease.

9. Termination. This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee if it does not obtain or maintain, licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities; or (iii) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or upon six (6) months prior written notice to Lessor by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference.

Should Lessee neglect or refuse to remove all Lessee's Facilities and surrender the Premises to Lessor as required under Section 6 (g) above within thirty (30) days of the termination of this Lease, title to Lessee's Facilities shall be transferred to the Lessor. Upon Lessee's failure to comply with this provision, the removal of Lessee's Facilities and the repair of the Premises may be performed by Lessor at the Lessee's expense, including any attorneys' fees, which Lessee agrees to pay upon demand.

10. Destruction of Premises. If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of Lessor's Property, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than 30 days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease shall cease as of the date of the damage or destruction.

11. Condemnation. If a condemning authority takes all of Lessor's Property, or a portion which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the Lease and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

12. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence.

Each party to this Lease shall each maintain standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective improvements, or personal property. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance and each party shall require such insurance policies to contain a waiver of recovery against the other. Lessee shall name Lessor,



its officers, officials, employees and volunteers, as an additional insured with respect to the above Commercial General Liability insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Lessor, its officers, officials, employees and volunteers. Lessee shall have the right to self-insure with respect to any of the above insurance.

Each insurance policy required by this Section 12 shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage in limits. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Lessee shall furnish Lessor with proof that the Lessor has been named as an additional insured and furnish a Certificate of Insurance to Lessor signed by that insurer to bind coverage on its behalf.

13. Assignment. Lessee may assign this Lease at any time upon notice to Lessor.

14. Title and Quiet Enjoyment.

(a) Lessor warrants that it has full right, power, and authority to execute this Lease; Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term so long as Lessee is not in material default beyond the expiration of any cure period.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor, but in no event later than December 31, 1996.

15. Repairs. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.

16. Environmental. Lessor has owned the Premises since October 17, 1969 and Lessor represents that it has no knowledge of the Premises being used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes during Lessor's ownership. In addition, Lessor represents that it has no knowledge of hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee has investigated the Premises and conducted all examinations which it deems appropriate or necessary to determine whether or not any such substance is located in, on or under the Premises. Lessee will be responsible to make its own independent determination regarding the possibility of hazardous materials on, in or under the Premises. Upon the Commencement Date, Lessee accepts the Premises for the purpose described herein in the Premises' existing condition, "as-is" and with all of the Premises' defects, illegalities, and inadequacies, if any there be. Lessee acknowledges that Lessee is not looking to or relying upon Lessor to disclose any matters which might be required under California Health & Safety Code Section 25359.7.

The terms "it has no knowledge" as used herein shall mean the actual knowledge of Richard Singletary, Acting Water Superintendent for Lessor.

Lessee shall not introduce or use any such substance on the Premises in violation of any applicable law, except for those contained in its back-up power batteries (lead-acid) batteries) and common materials used in telecommunications operations, e.g. cleaning solvents. Lessee will treat all hazardous materials brought onto the Premises by it in accordance with all federal, state and local laws and regulations.

17. Miscellaneous.

(a) If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight mail to the address of the respective parties set forth below:

Lessor: The City of Martinez
525 Henrietta Street
Martinez, California 94533

Lessee: Pacific Bell Mobile Services
4410 Rosewood Dr., Bldg. 1, 4th Floor
Pleasanton, California 94588
Attn: Property Manager

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

(d) This Lease shall be governed under the laws of the State of California.

(e) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(f) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(g) Upon request either party may require that a Memorandum of Lease be recorded in the form of Exhibit "C".

(h) This Lease constitutes the entire Lease and understanding between the parties, and supersedes all 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 to this Lease must be in writing and executed by both parties.

18. Indemnity.

(a) Lessee agrees to defend, indemnify, release and hold harmless the Lessor, its agents, officers, attorneys, employees, boards and commissions (collectively "indemnitees") from any claim, action or proceeding brought against any of the indemnitees, the purpose of which is to attack, set aside, void or annul the Lessor's approval of this Lease, approval of any land use entitlement applicable to this Lease, adoption of the environmental document which applies to said approvals, and/or any other action taken by Lessor in connection with approving this Lease. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees (collectively "damages") that may be asserted, awarded against or incurred by any person or entity, including Lessee, third parties (if said third party damages are asserted against any of the indemnitees), and/or the indemnitees, arising out of or in connection with the approval of this Lease, whether or not there is concurrent, passive or active negligence on the part of the indemnitees.

(b) Nothing in this Lease shall prohibit Lessor from participating in the defense of any claim, action or proceeding. In the event that Lessee is required to defend the indemnitees in connection with any said claim, action or proceeding, Lessor shall retain the right to (i) approve the counsel to so defend the indemnitees, (ii) approve all

significant decisions concerning the manner in which the defense is conducted, and (iii) approve any and all settlements, which approvals shall not be unreasonably withheld by the Lessor.

(c) Lessor shall also have the right not to participate in said defense, except that the Lessor agrees to cooperate with Lessee in the defense of said claim, action or proceeding. If the Lessor chooses to have counsel of its own defend any claim, action or proceeding where Lessee has already retained counsel to defend the Lessor in such matters, the fees and expenses of the counsel selected by the Lessor shall be paid by Lessor.

(d) Lessee also agrees to so indemnify the indemnitees for all costs incurred in additional investigation or study, or for supplementing, redrafting, preparing, revising or amending any document (e.g., the EIR, Specific Plan Amendment, Specific Plan, General Plan Amendment, Rezone, etc.) if such is made necessary by court or administrative law judge decision and if Lessee desires approvals from Lessor which are conditioned on the approval of said documents.

(e) Lessee shall indemnify Lessor for all damages the Lessor incurs in enforcing the above indemnification provision.

(f) The foregoing indemnity will survive the termination, cancellation or expiration of this Lease.

(g) Subject to the other provisions of this Lease pertaining to its termination, Lessee may terminate this Lease upon notice for any third party contest to this Lease or Lessor's approval of any land use entitlement in connection with this Lease; provided, however, that Lessee must so notify the Lessor of said termination in writing delivered to Lessor within thirty (30) days after (i) Lessee first has knowledge of such a third party contest or (ii) Lessor approves, by final decision, any land use entitlement in connection with this Lease. Failure to timely deliver said notice of termination forever waives Lessee's right to terminate this Lease based upon the third party contest or the land use entitlement in question.

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

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

ATTEST WITNESS

[Signature]

Date: 5/30/96

LESSOR: THE CITY OF MARTINEZ, a municipal corporation

By: [Signature]

Name: Ronald E. Peterson

Title: Acting City Manager

Tax ID#: 94-6000367

Date: 5/30/96

ATTEST WITNESS

[Signature]

Date: June 13, 1996

LESSEE: PACIFIC BELL MOBILE SERVICES, a California corporation

By: [Signature]

Name: Dongwen

Title: RF Engineering

Date: 6/13/96

INITIALED BY: [Signature]

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which Premises are a part is legally described as follows:

Portion of Rancho Las Juntas described as follows:

Beginning at the most southerly corner of the parcel of land described in the Deed to Thomas, recorded in Book 5000 of the Official Records, at Page 141, said point being on the boundary of the City of Martinez and on the northeasterly line of Alhambra Avenue (Pleasant Hill Road); thence south 47° 11' 07" east, 30.27 feet along the northeasterly line of Alhambra Avenue; thence leaving said northeasterly line north 35° 07' 00" east, 254.73 feet; thence south 47° 11' 07" east, 156.30 feet; thence south 35° 07' 00" west 254.74 feet to the northeasterly line of Alhambra Avenue; thence southerly along said northeasterly line as follows: South 47° 10' 31" east, 32.94 feet; south 51° 48' 01" east, 112.17 feet; south 59° 18' 01" east, 97.41 feet; south 65° 56' 01" east, 126.95 feet; thence leaving said northeasterly line, north 20° 10' 53" east, 660.41 feet, more or less, to the boundary line of the City of Pleasant Hill; thence westerly along said boundary line of Pleasant Hill to the boundary line of the City of Martinez; thence southerly along said boundary line of the City of Martinez to the point of beginning.

The above described parcel is shown on Record of Survey, filed September 18, 1967, in Book 49 of Licensed Surveyor Maps, Page 31, Contra Costa County Records.

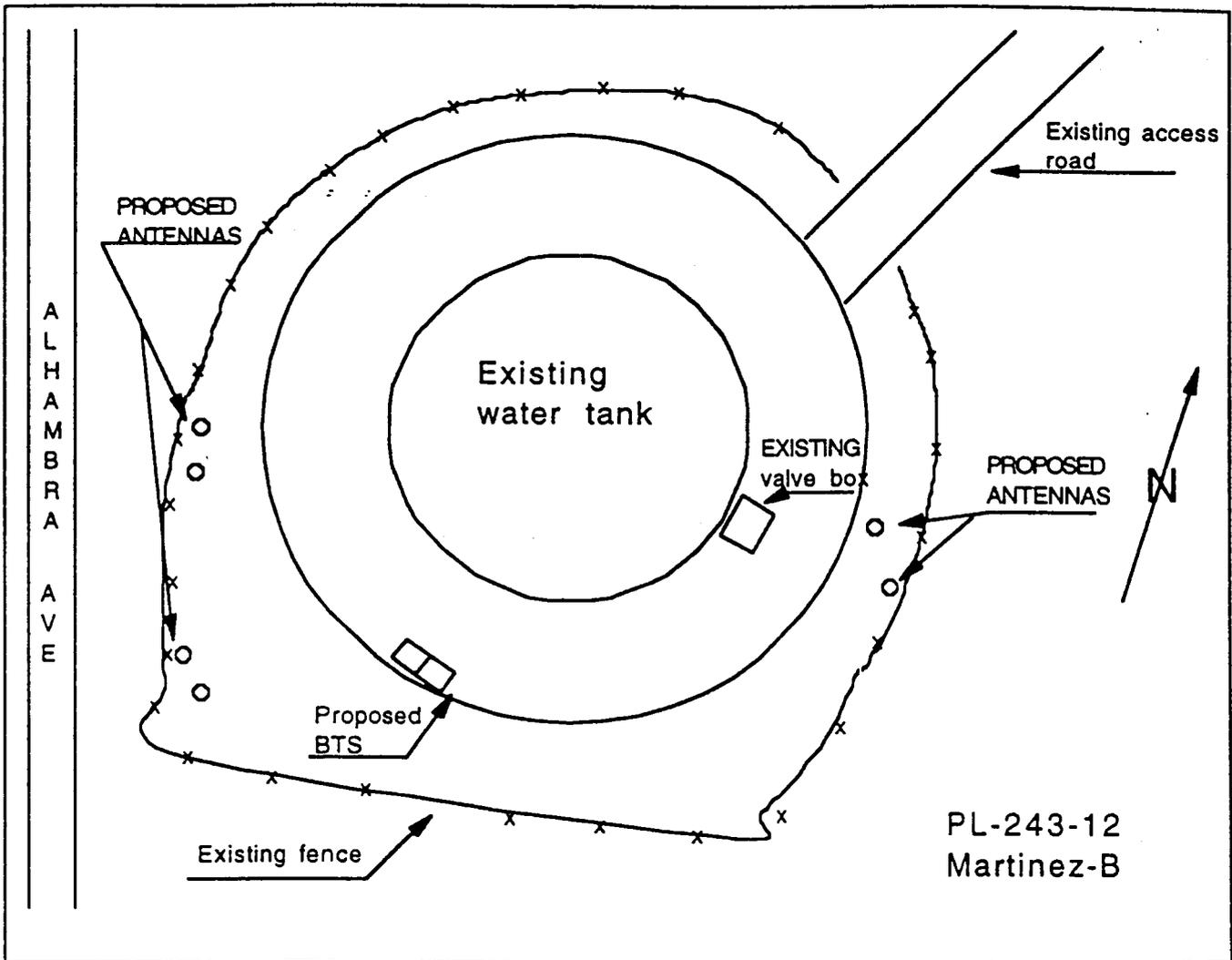
Assessor's Parcel Number: 154-690-002



EXHIBIT B

DESCRIPTION OF PREMISES

The Premises consist of those specific areas described/shown below where Lessee's communications antennae, equipment and cables occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.



A final drawing or copy of a property survey depicting the above will replace this Exhibit "B" when initialed by Lessor.

Notes

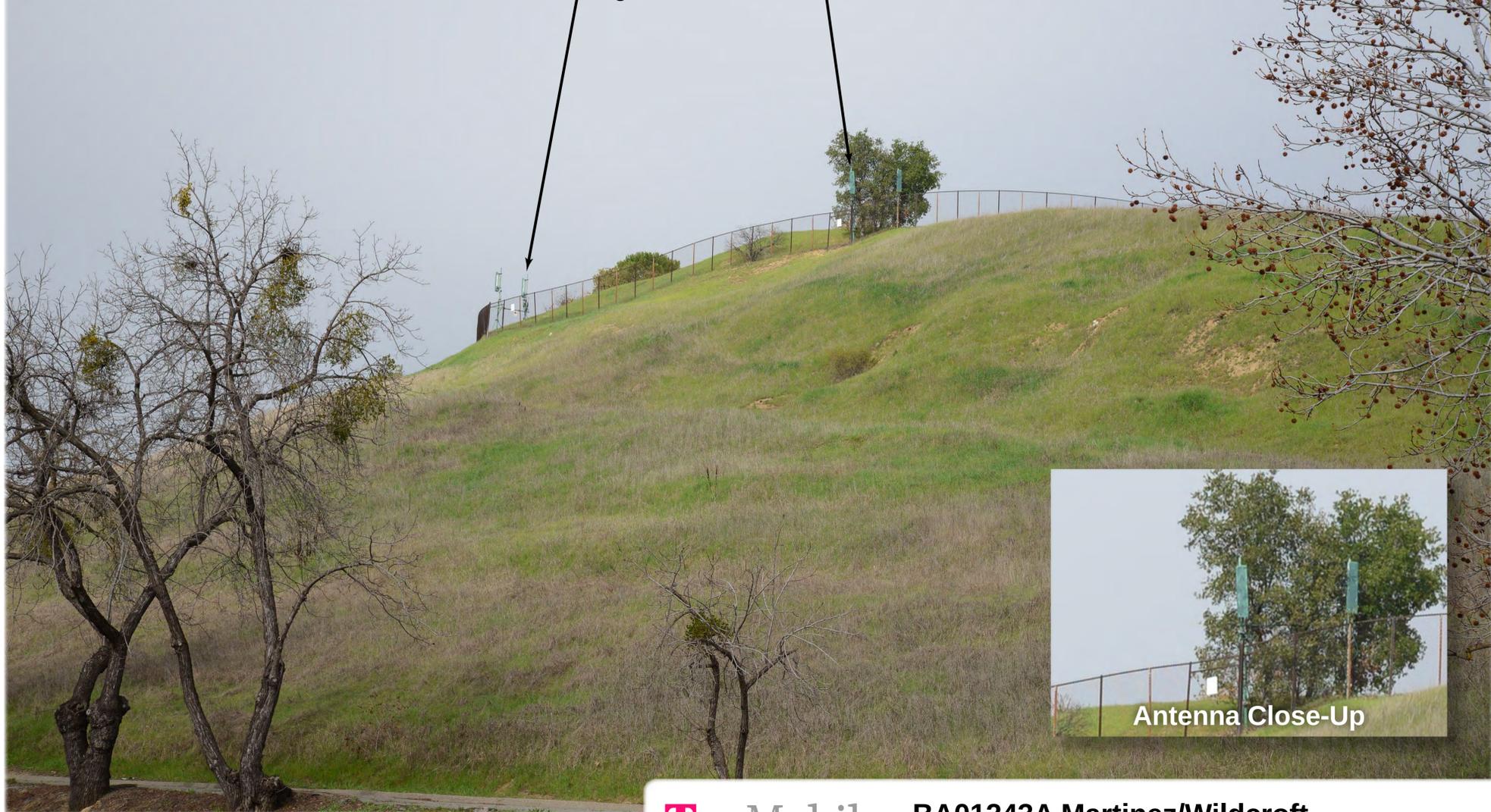
1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

INITIALED BY: 

01.22.2015

Existing

existing T-Mobile antennas



T-Mobile BA01243A Martinez/Wildcroft
 200 Wildcroft Drive, Martinez, CA 94533

Proposed

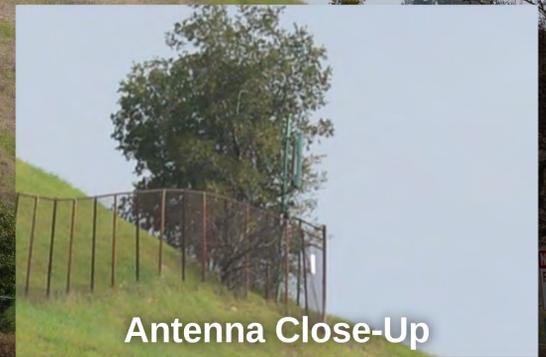
proposed new T-Mobile microwave dish antenna



Existing

01.22.2015

existing T-Mobile antennas

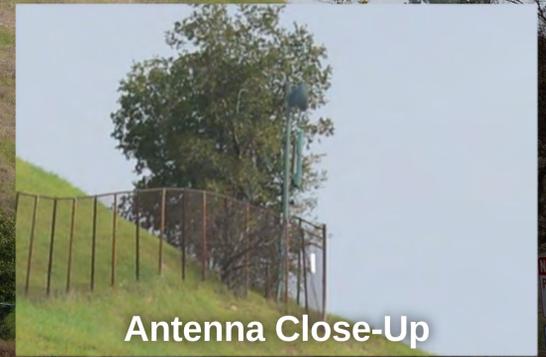


Antenna Close-Up

T-Mobile BA01243A Martinez/Wildcroft
200 Wildcroft Drive, Martinez, CA 94533

Proposed

proposed new T-Mobile
microwave dish antenna



Antenna Close-Up



Photo simulation as seen looking east from Alhambra Avenue