

1. RESOLUTION NO. 15931 (N.C.S.) *copy*

BE IT RESOLVED BY THE COUNCIL OF SALINAS that the Mayor of Salinas be and he is hereby authorized and directed, for and on behalf of the City of Salinas and as its act and deed, to execute the attached Communications Site Lease Agreement, between the City of Salinas, a municipal corporation, and ~~PACIFIC BELL MOBILE SERVICES~~, a California corporation.

PASSED AND ADOPTED this 9th day of July, 1996, by the following vote:

AYES: Councilmembers: Fernando Armenta, Anna Caballero, Jim Collins, Steve Ish, Roberto Ocampo, Juan Oliverrez and Mayor Alan Styles

NOES: None

ABSENT: None

Alan D. Styles
MAYOR

ATTEST:

Ann Camil
City Clerk

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease"), dated the 9th day of July, 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 Salinas, a municipal corporation, ("Lessor") whose address is 200 Lincoln Avenue, Salinas, California 93901.

The parties hereto agree as follows:

I - PREMISES

Lessor owns the real property legally described in Exhibit "A" commonly known as Salinas Municipal Airport, 30 Mortensen Avenue, Salinas, California 93905 (Assessor's Parcel Number 003-863-36. Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property ("Lessor's Property") depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises").

II - USE OF PREMISES

The Premises may be used by Lessee for any lawful activity in connection with the provisions of mobile/wireless communications services, including limitation, the transmission and the reception

of radio communications signals on various frequencies and the construction, maintenance and operation of related communications facilities. 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.

III - CONDITIONS PRECEDENT

This Lease is conditioned upon Lessee, or Lessee's assigns, obtaining all governmental permits and approvals enabling Lessee, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises.

IV - TERM

A. The initial term of this Lease ("Term") shall be for five (5) years, commencing as of July 9, 1996, and ending July 9, 2001 five (5) years after the date of approval by the City Council of the City of Salinas, unless sooner terminated in the manner and under the conditions hereafter provided.

B. 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, covenants 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 (5) year Term or any Renewal Term.

V - RENTAL

A. Time and Place of Payment

The payment of rent shall commence 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 ("Rent Commencement Date").

Lessee shall make all rental payments monthly in advance on or before the first day of each new month. Checks should be made payable to the City of Salinas and delivered to the City of Salinas at 200 Lincoln Avenue, Salinas, California, 93901, Office of the Finance Director, Attn: Airport Fund. The place and time of payment may be changed at any time by Lessor upon thirty (30) days' written notice to Lessee. Lessee assumes all risk of loss and responsibility for late payment charges as specified in Section V. (B5).

B. Rent

(1) Initial Rent Amount. The initial annual rent amount for the first two and one-half (2-1/2) year period from the Commencement Date of this Agreement shall be NINE THOUSAND DOLLARS (\$9,000.00), which shall be payable monthly in advance at the rate

of SEVEN HUNDRED FIFTY DOLLARS (\$750.00), on or before the first day of each new month.

(2) Rental Adjustment Date. The rental adjustment date shall be each two and one-half (2-1/2) year anniversary of the Commencement Date of this Lease. The annual rent amount, and the corresponding prorated monthly payments, under this Lease shall be adjusted on each rental adjustment date as set forth below.

(3) Adjustment Index. The index used will be the Consumer Price Index for "All Urban Consumers" for San Francisco/Oakland/San Jose, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index. If a rental adjustment is calculated using an index from a different base year than 1982-84, which equaled a base figure of 100 for the CPI, the base figure used will first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.

If the Department of Labor indexes are no longer published, another index generally recognized as authoritative will be substituted by agreement of Lessor and Lessee. If the parties cannot agree within sixty (60) days after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor. Any reference in this Agreement to "CPI" or "index" shall mean the index used in accordance with this Subclause V-B(3).

Regardless of the index publication dates, the rental adjustment dates shall be on the dates defined by Subclause V-B(2) above. Until the rent adjustment can be actually calculated in accordance with this Lease, Lessee shall continue to make payments at the existing rental rate. When the adjustment is calculated, the balance of rents due at the adjusted rate, from the rental adjustment date through the date of calculation, will be paid to Lessor within thirty (30) days of written notice by the Lessor. In no event shall the adjusted rent as established by the Consumer Price Index be less than the rent in existence immediately prior to the adjustment date.

(4) Existing Rental Rent. The existing Rental Rate shall be the Rental Rate in effect on the date preceding the rental adjustment date.

(5) Delinquent Rent. If Lessee fails to pay the rent when due, Lessee will pay as late payment charges, in addition to the unpaid rents, ten percent (10%) per annum of the delinquent rent from the date when due and payable under the terms of this Lease until the same shall be paid. All rentals and interest thereon shall be paid in lawful money of the United States of America.

VI - 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 XIII, INSURANCE. Lessee will notify Lessor of any proposed tests or pre-construction work and will coordinate the scheduling of same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor 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, 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 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. Nothing is authorized to be done by Lessee that interferes with Lessor's operation of the Salinas Municipal Airport. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee shall remove all Lessee's Facilities at

its sole expense on or before the expiration or termination of this Lease.

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. 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. Notwithstanding the foregoing, Lessor may charge a twenty-five dollar (\$25.00) deposit for each gate access card requested by Lessee, or the then current deposit amount in effect at the time for each gate access card requested by Lessee.

D. Lessee shall have the right to install, 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 underground utilities under 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. Lessor shall allow Lessee to have sub-metering equipment installed on Lessor's existing utility service(s) at Lessee's cost. Any easement granted to Lessee hereunder shall terminate upon the expiration or earlier termination

of this Agreement and Lessee hereby agrees to execute and record such documentation reasonably requested by Lessor evidencing such termination.

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

F. Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition existing at the time Lessee occupied the Premises, less ordinary wear and tear.

VII - INTERFERENCE WITH COMMUNICATIONS

Lessee's Facilities shall not disturb Lessor's communications configurations, equipment and frequency operated on Lessor's Property for official Airport communications (Lessor's Communications). Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC") and all applicable rules of the Federal Aviation Administration ("FAA") and shall not interfere with Lessor's flight communications or official Airport communications. Lessor shall use good faith and reasonable best efforts to avoid interference with Lessee's Facilities and Lessor shall at all times comply with the non-interference rules of the FCC and all applicable rules of the FAA. If the use of wireless, cellular or radio equipment or radio frequencies by Lessor's other tenants, licenses or occupants renders the Premises unsuit-

able for Lessee's operations in the reasonable opinion of Lessee ("Impediment"), and Lessor or Lessee is unable to remedy the Impediment with good faith reasonable efforts within two (2) business days after written notice from Lessee setting forth a description of the Impediment; then Lessee shall have the option to immediately terminate this Lease.

VIII - TAXES AND ASSESSMENTS

Lessee shall pay all taxes (including possessory interest tax) and assessments that may be levied upon the leased Premises, and Lessee's Facilities.

IX - 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 to be cured within sixty (60) days of receipt of written notice of default (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Rent Commencement Date, (iii) 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 (iv) 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 (v) 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.

X - RELOCATION

Subject to the other provisions of this Lease, in the event Lessor desires to redevelop, modify, remodel or in any way alter its property and any improvements thereon ("Redevelopment"), Lessor shall in good faith use its best effort to fully accommodate Lessee's continuing use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Premises or Lessee's Facilities, and/or any alterations to Lessee's Facilities, Lessee shall relocate or make the necessary alterations, at Lessee's sole cost, expense and risk; provided however, that Lessor has provided Lessee with no less than six (6) months prior written notice of Lessor's proposed Redevelopment, unless directed by the FAA. Lessor shall only be entitled to relocate Lessee's Facilities as set forth above following the expiration of the initial term of this Lease. Subject to the other provisions of this Lease, in the event Lessor desires to redevelop, modify, or remodel or in any way alter its property and any improvements thereon ("Redevelopment"), Lessor shall in good faith use its best effort to fully accommodate Lessee's continuing use of the Premises.

XI - 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 thirty (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.

XII - EMINENT DOMAIN

A. If at any time during the term hereof the Premises or any part thereof are taken by a public authority other than Lessor by the laws of eminent domain, then and in every case the leasehold estate and interest of Lessee in said Premises, or any part thereof taken, shall forthwith cease and terminate, and the just compensation awarded by reason of the taking of the Lessor's land and improvements thereon shall be payable to and be the sole property of Lessor.

B. If only a portion of the Premises is so taken by the powers of eminent domain, Lessee may elect to terminate this Lease giving One Hundred Twenty (120) days prior written notice of Lessee's intention to terminate.

C. If it is mutually agreed between Lessor and Lessee that if such public taking shall prevent Lessee's use and occupancy of the Premises and improvements, then Lessee shall have the option to terminate this Lease, which option to terminate shall be conditioned

upon Lessee's removing or restoring said Premises, at the sole option of Lessor, as herein above provided in Clause 7, and paying to Lessor any rent accruing hereunder to the date of termination, and all unpaid taxes and assessments then alien upon said premises. The value of the remaining improvements removed or restored by Lessee shall be determined and payment therefore made to Lessee in the manner set forth in Section D below.

D. Any compensation which would otherwise be payable under this paragraph to Lessee shall first be paid directly to any encumbrances of the leasehold interest, to the extent of such encumbrance.

XIII - INSURANCE

A. Lessee shall, throughout the duration of this Lease, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of the Lessee, its agents and employees, performed in connection with this Lease including but not limited to premises and automobile.

B. Lessee shall maintain the following limits:

General Liability

Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$1,500,000

Automobile Liability

Combined Single Limit Per Occurrence \$1,000,000

Fire Insurance

Fire Legal Liability coverage of \$100,000;
Fire insurance with extended coverage and debris-
cleanup provisions, in an amount equal to ninety
percent (90%) of actual cash value of all improve-
ments installed by Lessee in or on the leased
Premises.

C. All insurance companies affording the above coverage to the Lessee shall be required to add the City of Salinas as "additional insured" by endorsement under the insurance policy.

D. All insurance companies affording coverage to the Lessee shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact the business of insurance in the State of California.

E. All insurance companies affording coverage shall provide thirty (30) days written notice by certified or registered mail to the City of Salinas should the policy be cancelled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

F. Lessee shall provide evidence of compliance with the

insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Risk Manager, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" does not satisfy the requirements of subsection (E) herein. The Lessee shall ensure that the above quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limmits of the policy.

G. Lessee shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Lessee to provide such a substitution and extend the policy expiration date shall be considered a default by Lessee and may subject the Lessee to a Stop Work Notice until the Lessee has cured the default.

H. Maintenance of insurance by the Lessee as specified in this Lease shall in no way be interpreted as relieving the Lessee of any responsibility whatever and the Lessee may carry, at its own expense, such additional insurance as it deems necessary.

I. In the event Lessee is lawfully self-insured in any of the aforementioned insurance areas during the term of this agreement, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this agreement, shall be furnished by the

Lessee to the Lessor's Airport Manager no less than thirty (30) days prior to expiration or discontinuance of the insurance required above.

XIV - RIGHT TO ASSIGN AND SUBLET

A. Except to an assignment to Lessee's affiliates, Lessee shall not encumber, sublet, assign or otherwise transfer this Lease, or any right or interest herein, or in or to any of the buildings and improvements on the Premises, without the prior written consent of Lessor, and no such encumbrance, subletting, assignment or transfer, whether voluntary or involuntary, by operation of law, under legal process or proceedings, or otherwise, shall be valid or effective without such prior written consent.

B. If Lessee hereunder is a corporation or an Unincorporated association or a partnership, the transfer, assignment or hypothecation of any stock or interest in said corporation, association or partnership, in excess of fifty percent (50%) shall be deemed an assignment within the meaning of this Lease. A transfer or an assignment of any such stock or interest to a shareholder's or member's spouse, children or grandchildren is excepted from the provisions of this paragraph.

C. Should Lessee attempt to make or suffer to be made any such encumbrance, assignment, transfer or subletting, except as aforesaid, or should any right or interest of Lessee hereunder or in or

to said buildings and improvements be transferred or sold by or under court order or legal process, or otherwise, then any of the foregoing events shall be deemed a breach of the conditions and restrictions of this Lease and thereupon Lessor may, at its option, terminate this Lease forthwith by written notice thereof to Lessee, or exercise other rights provided by law or in this Lease to be exercisable by Lessor in the event of any default or breach under this Lease.

D. Should Lessor consent to any such encumbrance, assignment, transfer or subletting, such consent shall not constitute a waiver of any of the restrictions of this clause and the same shall apply to each and every encumbrance, assignment, transfer or subletting, hereunder and shall be severally binding upon Lessee, and each and every encumbrance, assignee, transferee, subtenant and other successor in interest of Lessee.

E. Lessor agrees that it will not unreasonably withhold its consent to any subletting, assignment or transfer requiring its prior approval hereunder, but Lessor may withhold such consent:

1. If the proposed assignee shall not covenant in writing to keep, perform and be bound by each and all the covenants and conditions of this Lease herein provided to be kept and performed by Lessee and to assume any previously accrued obligations hereunder.

2. If this Lease is not in full force and effect without default at such time in any respect.

3. At any time while there is any work or improvement or demolition in progress or uncompleted on the Premises.

4. Until a reasonable determination has been made by Lessor that the assignee, transferee, subtenant or other successor in interest of Lessee can pay rent and operate in accordance with the standards required by Lessor.

F. Any document which purports to assign, transfer, encumber or sublet the Premises or any part thereof, shall incorporate directly or by reference all provisions of the Lease unless otherwise amended in writing and the term of any such document shall be bound by the length and options of this Lease.

G. In the event such assignment, transfer or subletting is at a rental rate greater than the current rate being paid by Lessee, Lessor will be paid fifty percent (50%) of that amount which is over the amount paid by Lessee.

XV - NON-DISCRIMINATION

A. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event Facilities are constructed, maintained, or otherwise operated by Lessee on the Premises described in this Lease, for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another

purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such Facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that:

1. No person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Facilities.

2. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

3. That Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Nondiscrimination in Federally

Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

C. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease upon reasonable advance notice if Lessee has not cured the breach within thirty (30) days from Lessor's written notice to Lessee of the breach, and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

D. Lessee shall furnish its accommodations and/or services on a fair, equal and non-unjustly basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type reductions to volume purchasers.

E. Non-compliance with Paragraph D above shall constitute a material breach thereof and in the event of such non-compliance Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefore or at the election of the Lessor or the United States either or both said Governments shall have the right to judicially enforce provisions upon reasonable advance notice if Lessee has not cured the breach within thirty (30)

days from Lessor's written notice to Lessee of the breach.

F. Lessee agrees that it shall insert the above five (5) provisions in any Lease by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

XVI - AFFIRMATIVE ACTION PROGRAM

To the extent required by law as it relates to Lessee's use and operation of the Premises, (1) Lessee assures that it will undertake an Affirmative Action program as may be required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in CFR Part 152, Subpart E; (2) Lessee assures that no person shall be excluded on those grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart; and (3) Lessee assures that it will require that its covered suborganizations provide assurance to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as may be required by 14 CFR Part 152, Subpart E, to the same effort.

XVII - NON-EXCLUSIVE RIGHT

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive

right within the meaning of Section 308A of the Federal Aviation Act of 1958, as amended, (49 U.S.C., 1349a).

XVIII - LESSEE AGREEMENTS

A. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations and Ordinance No. 1719 of the City of Salinas dated November 21, 1977, in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Premises.

B. Lessee by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder to penetrate the transitional surfaces, as defined in Federal Aviation Regulations and Ordinance No. 1719 of the City of Salinas. In the event aforesaid covenants are breached, Lessor reserves the right to enter upon the Premises leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

C. Lessee by accepting this Lease, agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Salinas Municipal Airport or otherwise constitute a

hazard. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the Lessee if Lessee has not cured the interference promptly following notice by Lessor.

XIX - TITLE AND QUIET ENJOYMENT

A. Lessor warrants that it has full right, power, and authority to execute this Lease; further warrants that Lessee shall have quiet enjoyment of the Premises during the term of this Lease or any renewal term.

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.

XX - 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.

XXI - HAZARDOUS SUBSTANCES

A. Pursuant to Health and Safety Code section 25359.7, Lessee shall notify Lessor in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located beneath the Salinas Municipal Airport as a result of Lessee's activities on the Premises.

B. Prior to the expiration of this Lease, Lessee shall at its sole expense remove all items of personal property, including but not limited to all flammable substances and hazardous materials and wastes as defined by state or federal law which were brought onto the Premises by Lessee, its agents, employees or contractors.

C. Lessee shall make available for inspection to the Lessor, all records relating to the maintenance, release, mitigation and cleanup of any hazardous substances on the Premises.

D. Lessee shall comply with all federal, state and local laws and regulations relating to hazardous materials and wastes, and shall timely comply with the orders of any governmental agencies relating thereto.

E. Lessor may reasonably enter upon and inspect the Premises at any time upon reasonable advance notice by Lessor.

XXII - 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 an inure to the benefit of the successors and permitted assignees of the respective parties.

C. Any notice of 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: Salinas Municipal Airport
City of Salinas
30 Mortensen Avenue
Salinas, CA 93905

Lessee: Pacific Bell Mobile Services
4410 Rosewood Drive
Building 1, 4th Floor
Pleasanton, CA 94588

Lessor or Lessee may from time to time designate any other address

for this purpose by written notice to the other party. Prior to assignment, Lessee shall notify Lessor of the name and address of any assignee under this Lease for the purpose of written notice.

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 attorneys' 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.

I. Improvements; Access. Lessor shall maintain all 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.

J. Environmental. Lessor has owned and has been actively in charge of the maintenance of the property within which the Premises are located for forty seven (47) years, and based upon such, represents to the best of his/her knowledge and good faith, that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials. In addition, Lessor represents that no 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 are located on or within ten

(10) feet of the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease.

APPROVED AS TO FORM:

STEPHANIE A. ATIGH
City Attorney

BY: Stephanie A. Atigh, ACA

RECOMMENDED FOR APPROVAL:

Jim Chappell
JIM CHAPPELL
Airport Manager

ATTEST:

Gina Camel
CITY CLERK

LESSOR:

SALINAS, a municipal corporation

By: Alan D. Styb

MAYOR

LESSEE:

PACIFIC BELL MOBILE SERVICES,
a California Corporation

By: F. Kevin Flaherty 6/13/96

KEVIN FLAHERTY,
Network Deployment Manager

ATTEST WITNESS:

Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Description of Lessor's Property

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

The land referred to in this report is situated in the State of California, County of Monterey, City of Salinas and is described as follows:

Parcel "A" and all that certain portion of land designated and "Airport Lands", as shown on that certain map filed for record April 19, 1972 in Volume 10 of Surveys, at page 104, filed in the office of the County Recorder, County of Monterey, State of California.

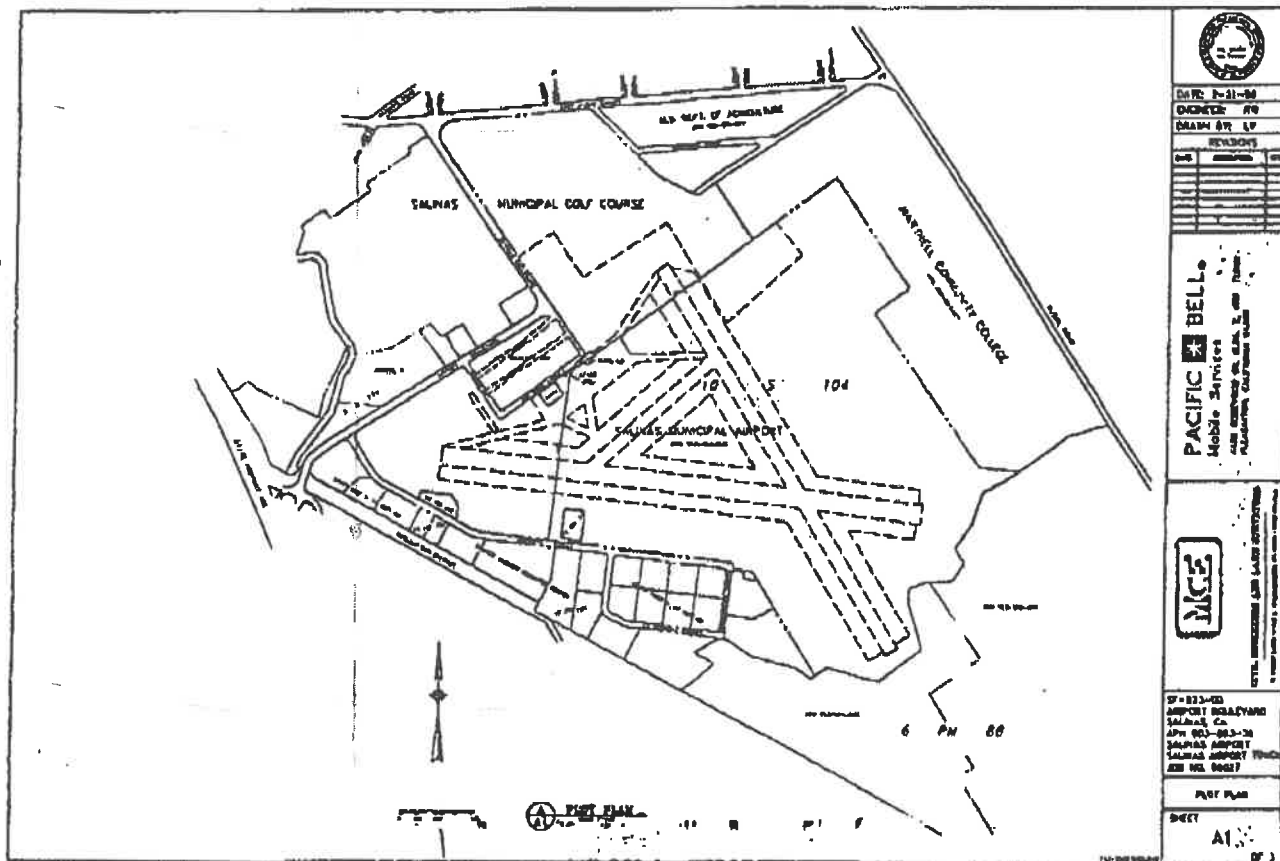
Excepting therefrom those certain portions of land as shown and designated as "Salinas Airport Business Center Unit No. 1, Tract 922", filed for record May 6, 1981 in Volume 14 of Cities and Towns, page 57, "Salinas Airport Business Center Unit No. 2, Tract 1005", filed for record November 20, 1984 in Volume 15 of Cities and Towns, page 54; Parcel "A", as shown on that certain Parcel Map filed for record November 22, 1983 in Volume 15 of Parcel Maps, at page 189, Parcel "A", as shown on that certain Parcel Map filed for record December 14, 1989 in Volume 18 of Parcel Maps, at page 11, filed in the office of the County Recorder, County of Monterey, State of California.

APN: 003-862-001 & 003-863-036

EXHIBIT B

DESCRIPTION OF PREMISES

The location of the Premises within the Lessor's property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:



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.

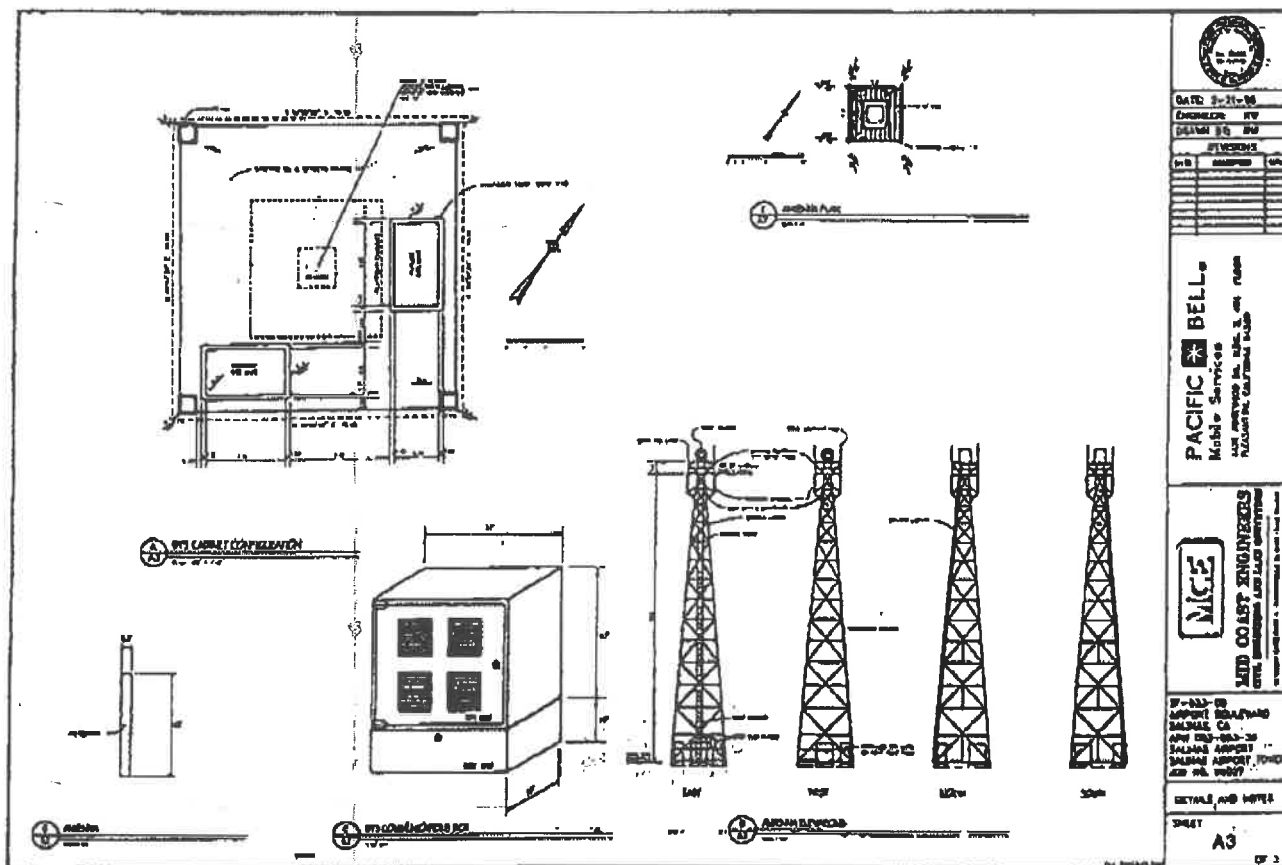
DESCRIPTION OF PREMISES

[illegible]

Page 2 of 3

EXHIBIT B**DESCRIPTION OF PREMISES**

The location of the Premises within the Lessor's property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:



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.

EXHIBIT C

46-54 REEL 3404 PAGE 1407

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Pacific Bell Mobile Services
4420 Rosewood Drive, Building 2, 2nd Floor
Pleasanton, California 94588

Attention: Barbara Hendricks

R	7
M	1
RF	4
TC	3
T	15

RECORDED AT REQUEST OF

P. B. M. S.

AUG 8 11 06 AM '96

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of July 9, 1996 is between Salinas, a Municipal corporation ("Lessor"), and Pacific Bell Mobile Services, a California corporation ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement ("Lease") dated as of July 9, 1996, covering certain premises ("Premises") situated on certain real property located in the City of Salinas, County of Monterey, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Lease in the Official Records of Monterey County, California;

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. Demise. Lessor has leased the Premises to Lessee (together with access rights), and Lessee has hired the Premises from Lessor, subject to the terms, covenants and conditions contained in the Lease.
2. Expiration Date. The term of the Lease ("Term") is scheduled to commence on or before December 31, 1996, and shall expire five (5) years thereafter, subject to Lessee's option to extend the Term pursuant to Section 4 of the Lease for five (5) additional terms of five (5) years each.
3. Lease Controlling. This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

(Signature Page Follows)

REEL 3404 PAGE 1408

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the date and year first written above.

ATTEST WITNESS:

Ann Camel
City Clerk

LESSOR Salinas, a Municipal corporation

By: Alan D. Styles
Mayor

ATTEST WITNESS:

Blaunduff 6-14-96

LESSEE Pacific Bell Mobile Services,
a California corporation

By: E. Kevin Flaherty
Kevin Flaherty

Title: SA ACQUIS. & REPAIRATION

Title: Network Deployment Manager

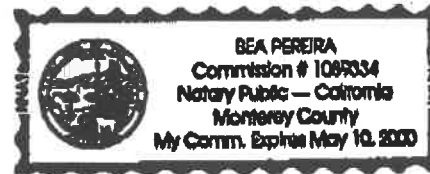
STATE OF CALIFORNIA)
COUNTY OF Monterey)

On July 19, 1996 before me, Bea Pereira, Notary Public, personally appeared Alan D. Styles, 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.

Signature: Bea Pereira

(Seal)



STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, 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.

Signature: _____

(Seal)

SUBSCRIBING-WITNESS CERTIFICATE ("WITNESS JURAT")

State of California

County of Santa Cruz

On June 14, 1996, before me, the undersigned Notary Public, personally appeared

Blaine Swafford, ☒ personally known to me – OR – ☐ proved to me on the

oath/affirmation of _____, who is personally known to me, to be the person

Name of Credible Witness Who Identifies Subscribing Witness

whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposes and says that he/she was present and saw

Kevin Flaherty, the same person

Name of Absent Principal Signer

described in and whose name is subscribed to the within instrument in his/her authorized capacity(ies) as a party thereto, execute and deliver the same, and that said affiant subscribed his/her name to the within instrument as a witness at the request of

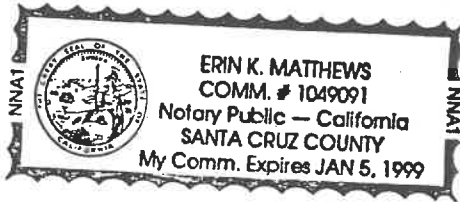
Kevin Flaherty

Name of Principal Signer (Again)

WITNESS my hand and official seal.

Erin K. Matthews

Signature of Notary Public



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity Claimed by Principal Signer

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Absent Signer (Principal) Is Representing: _____

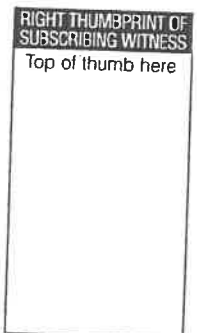


EXHIBIT A TO THE MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Description of Lessor's Property

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

The land referred to in this report is situated in the State of California, County of Monterey, City of Salinas and is described as follows:

Parcel "A" and all that certain portion of land designated and "Airport Lands", as shown on that certain map filed for record April 19, 1972 in Volume 10 of Surveys, at page 104, filed in the office of the County Recorder, County of Monterey, State of California.

Excepting therefrom those certain portions of land as shown and designated as "Salinas Airport Business Center Unit No. 1, Tract 922", filed for record May 6, 1981 in Volume 14 of Cities and Towns, page 57, "Salinas Airport Business Center Unit No. 2, Tract 1005", filed for record November 20, 1984 in Volume 15 of Cities and Towns, page 54; Parcel "A", as shown on that certain Parcel Map filed for record November 22, 1983 in Volume 15 of Parcel Maps, at page 189, Parcel "A", as shown on that certain Parcel Map filed for record December 14, 1989 in Volume 18 of Parcel Maps, at page 11, filed in the office of the County Recorder, County of Monterey, State of California.

APN: 003-862-001 & 003-863-036