



AGENDA REPORT

Meeting Date: June 16, 2009
Item Number: F-19
To: Honorable Mayor & City Council
From: Brenda A. Lavender, Real Estate & Property Manager
Subject: APPROVAL OF A LEASE FOR INSTALLATION AND USE OF TELECOMMUNICATION ANTENNAS BETWEEN THE CITY OF BEVERLY HILLS AND LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS.

Attachments:

1. Lease For Installation and Use of Telecommunications Antennas
2. Memorandum of Lease

RECOMMENDATION

Staff recommends approval of the Lease for Installation and Use of Telecommunication Antennas and Memorandum of Lease by and between City of Beverly Hills, a municipal corporation, and Los Angeles SMSA Limited Partnership, a California limited partnership dba Verizon Wireless.

INTRODUCTION

A Lease and Memorandum of Lease has been prepared for City Council's approval. This agreement is for the installation of wireless antennas and antenna equipment at 1200 Coldwater Canyon Drive – Fire Station II. The wireless antennas would be housed within the flagpole at the entry to the Fire Station. A new flagpole which has a wider base pole to allow for the insert of the antennas would replace the existing flagpole. The antenna cabinet equipment would be enclosed within a gated area at the back of the Fire Station. The gated area will be constructed with finishes to match the Fire Station and will include a roof covering for esthetic purposes.

DISCUSSION

Verizon would be responsible for the installation, maintenance, and repair of the flagpole at their cost. Verizon would also be responsible for the replacement of the City's flagpole upon the expiration or early termination of the lease.

FISCAL IMPACT

The fiscal impact of this deal is additional revenue of \$14,400 annually. There is no out of pocket cost to the City for this lease transaction.



Scott G. Miller, Director of
Administrative Services, CFO
Approved By

Attachment 1

Lease for Installation and Use of
Telecommunications Antennas

**LEASE FOR INSTALLATION AND USE OF
TELECOMMUNICATIONS ANTENNAS**

1. PARTIES. THIS LEASE FOR INSTALLATION AND USE OF TELECOMMUNICATIONS ANTENNAS (this "**Lease**") is made as of _____, 2009, by and between the CITY OF BEVERLY HILLS, a California municipal corporation ("**City**"), and LOS ANGELES SMSA LIMITED PARTNERSHIP, a California limited partnership, dba "Verizon Wireless" ("**Tenant**").

2. PREMISES.

2.1 Leased Premises. For and in consideration of the rents, covenants and conditions set forth herein, City hereby leases to Tenant, and Tenant hereby leases from City, that certain ground space (the "**Premises**") described on Exhibit "A" and located near the fire station (the "**Building**") at 1100 Coldwater Canyon Drive, Beverly Hills, California (the "**Property**") on which Tenant is authorized by the City to construct and install a flagpole ("**Flagpole**"). The location and dimensions of the Premises in relation to the Building and the Property are depicted on Exhibit "A" attached hereto and incorporated herein.

2.2 Antennas Area. City also grants to Tenant during the term of this Lease the right, which right shall be irrevocable during the term of this Lease, but which shall automatically terminate upon expiration or termination of this Lease, to construct, install, operate, repair and/or replace telecommunications antennas, cabinets and lighting on and about the Flagpole, which telecommunications antennas, cabinets and lighting are depicted on Exhibit "A" as the "**Antennas Area**."

In connection with the installation of Tenant's facility, Tenant shall remove and dismantle City's existing flagpole ("**Existing Flagpole**"), which removal shall be contingent upon Tenant obtaining all necessary certificates, permits and other approvals that may be required by any federal, state or local authorities in connection with same. Tenant shall dismantle and remove or shall cause the Existing Flagpole to be dismantled and removed in a safe and workmanlike manner.

After Tenant has completed dismantling and removing the Existing Flagpole, City agrees that Tenant will install the Flagpole in compliance with all applicable laws and substantially in accordance with plans and specifications (the "**Plans**") depicted on Exhibit "A". Within thirty (30) days after City receives Tenant's notice that installation of the Flagpole has been completed, City shall inspect the Flagpole with a representative of Tenant present (if made available to City). If City provides written notice of any installation deficiencies to Tenant within said thirty (30) day time period (the "**Notice**"), Tenant shall complete any repairs and/or remedial work necessary to correct the deficiencies described therein. Once such repairs and/or remedial work have been completed, City shall re-inspect the Flagpole, but only with respect to such installation deficiencies (while in the presence of a Tenant representative if made available to City). If City determines that Tenant has corrected such installation deficiencies in compliance with the Notice, City shall give Tenant written approval of the Flagpole. The Flagpole shall be and

remain the property of the Tenant (subject to any applicable terms of this Lease). The parties acknowledge and agree that while Tenant shall be the owner of the Flagpole, the City shall have the right to raise and lower a flag on the Flagpole.

2.3 Conduit Easement Area. City also grants to Tenant during the term of this Lease the right, which right shall be irrevocable during the term of this Lease, but which shall automatically terminate upon expiration or termination of this Lease, to install, operate, maintain, repair and/or replace utility wires, cables, conduits and pipes over, under, along and through those portions of the Building depicted on Exhibit "A" as the "**Conduit Easement Area**" connecting the Premises with the six (6) antennas housed inside the Flagpole. Upon completion of Tenant's initial improvements in the Conduit Easement Area, Tenant, at Tenant's sole cost and expense, shall provide City with as-built drawings of the utility wires, cables, conduits and pipes in the Conduit Easement Area, which drawings shall thereafter define the Conduit Easement Area.

2.4 Access Easement Area. City also grants to Tenant during the term of this Lease the right, which right shall be irrevocable during the term of this Lease, but which shall automatically terminate upon expiration or termination of the Removal Period (as defined below), to access (*i.e.*, pedestrian ingress to and egress from) the Premises, the Antennas Area and the Conduit Easement Area over and across that portion of the Property depicted on Exhibit B as the "**Access Easement Area**."

2.5 Premises. The Premises, the Antennas Area, the Conduit Easement Area and the Access Easement Area are collectively referred to herein as the "**Premises**." Tenant hereby accepts the Premises in their current "AS IS" condition, without representation or warranty express or implied. Tenant accepts the Premises subject to all matters of record.

3. TERM.

3.1 Initial. This Lease shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years (the "**Initial Term**") commencing on the date that is sixty (60) days after the date this Lease is fully executed (the "**Commencement Date**"). City and Tenant acknowledge and agree that initial rental payment(s) shall not actually be sent by Tenant until thirty (30) days after the Commencement Date.

3.2 Extension Terms. Provided Tenant is not in default under the terms of this Lease as of the end of the Initial Term or then-current Extended Term, this Lease shall automatically be extended subject to all of the provisions contained in this Lease, for four (4) separate and successive five (5) year periods following expiration of the Initial Term (individually, an "**Extended Term**," and collectively, the "**Extended Terms**") unless Tenant terminates this Lease by giving City notice of such termination at least ninety (90) days before the expiration of the Initial Term or then-current Extended Term. Tenant shall have no other right to extend the term of this Lease beyond the Extended Terms.

4. MONTHLY RENT. Tenant shall make all rental payments due hereunder to the Office of the Cashier of City at 455 North Rexford Drive, Beverly Hills, California 90210, or at

such other address or to such other persons as City may from time to time designate in writing at least thirty (30) days in advance of any Monthly Rent (as defined below) payment date.

4.1 Initial Year. Tenant shall pay to City as “**Monthly Rent**,” without deduction, setoff, prior notice or demand, the sum of One Thousand Two Hundred Dollars (\$1,200) per month, which sum is subject to adjustment in Section 4.2 below, on or before the first (1st) day of each calendar month, commencing on the Commencement Date, subject to the provisions of Section 3.1 above. Monthly Rent for any partial month shall be prorated at the rate of 1/30th of the Monthly Rent per day.

4.2 Annual Adjustment. Beginning on the first anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date during the Lease Term (each, an “**Adjustment Date**”) the Monthly Rent shall be increased based on the following formula:

$$\text{Increased Monthly Rent} = (\text{Monthly Rent}) + ((\text{IR} - \text{IL}) / \text{IL} \times \text{Basic Rent})$$

Definitions: “IR” is the Consumer Price Index for the month which is three (3) months immediately preceding the applicable Adjustment Date.

“IL” is the Consumer Price Index for the month which is three 3 months immediately preceding the date that is one year prior to the applicable Adjustment Date.

“Consumer Price Index” shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI-W) - U.S. City average or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by any nationally recognized publisher of similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other reasonable index (i.e., such other government index or computation that gives substantially the same result as would be obtained if the Index had not been discontinued) shall be substituted for the Consumer Price Index, and if City and Tenant are unable to agree on a reasonable substitute index, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest the Premises. In no event shall the Monthly Rent decrease.

4.2.2 If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been so discontinued or revised.

4.2.3 In no event shall the Monthly Rent decrease.

5. USE: GOVERNMENT APPROVALS. Tenant agrees to use the Premises only for the purpose of constructing, maintaining and operating a telecommunications facility, to consist of telecommunications antennas and a microwave and all necessary appurtenances in the Antennas Area, support equipment in the Premises and such other equipment, cables and/or conduits as may be appropriate for Tenant's use of the Premises for wireless telecommunications purposes, and for no other use. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of Tenant (not including the access easement), provided the City is given reasonable access to the Premises.

All improvements, equipment, antennas and conduits shall be at Tenant's expense and their installation shall be at the discretion and option of Tenant. It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit Tenant use of the Premises as set forth above. City, in its role as landlord pursuant to this Lease, shall cooperate with Tenant in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Tenant. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Tenant determines that such Governmental Approvals may not be obtained in a timely manner or (iv) Tenant determines that any soil boring tests are unsatisfactory (and in any event, Tenant shall restore all tested areas at Tenant's cost and shall dispose of all borings and soil in accordance with applicable law at Tenant's cost), then Tenant shall have the right to terminate this Lease by providing written notice to City which notice shall be effective sixty (60) days after the mailing of such notice by Tenant, provided Tenant removes all of its installations and replaces the new Flagpole pursuant to Section 30 of this Lease, all within sixty (60) days after Tenant's termination notice is mailed. Notice of Tenant's exercise of its right to terminate shall be given to City in writing by certified mail, return receipt requested. Upon such termination, this Lease shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder.

6. ALTERATIONS AND IMPROVEMENTS. Tenant may, at its sole cost and expense, make alterations, additions or changes in and to the interior of the Premises (or improvements thereon), so long as Tenant first obtains City's written approval thereof, which approval shall not be unreasonably withheld, conditioned or delayed. No alterations, additions or changes shall be made to the exterior portions of any improvements on the Premises unless and until Tenant first obtains City's written approval thereof. Notwithstanding the foregoing, City's consent shall not be required for equipment repairs or for replacements with equipment that is of a "like kind" (i.e., substantially the same), provided that in the case of replacements, City receives at least ten (10) days' prior written notice thereof, together with a written explanation as to how the replacements are "like kind" and provided, further, that no additional cabinets, antennas or other additions or expansions shall be permitted without City's consent. The foregoing shall not affect the obligation of Tenant to obtain approvals and/or permits from the City in its governmental capacity, if required under applicable law.

7. CONDITIONS OF CONSTRUCTION. All construction work by Tenant on the Premises shall comply with such reasonable rules as City may promulgate in writing from time to time and of which Tenant is provided notice. City shall attempt to allow Tenant broad access to the Premises, but Tenant acknowledges that the Building is primarily a fire station and that security and other concerns relating to that primary use may require reasonable restrictions on Tenant's construction activities. Once the work has begun, Tenant shall prosecute all construction to completion with reasonable diligence. All work shall be performed in a good and workmanlike manner, shall substantially comply with the plans and specifications submitted to City and shall comply with all applicable governmental permits, laws, ordinances and regulations. Tenant shall pay for all costs and expenses associated with construction done by Tenant, or on behalf of Tenant, on the Premises as permitted or required by this Lease. Tenant shall keep the Premises free and clear of all stop notices and mechanics' and materialmen liens resulting from construction done by, or on behalf of, Tenant. Tenant shall defend and indemnify "Indemnitees" (as defined below) against all liability and loss of any type arising out of work performed on the Premises by Tenant, together with reasonable attorneys' fees and all costs and expenses reasonably incurred by City in negotiating, settling, defending or otherwise protecting against such claims.

8. MAINTENANCE. Tenant, at its sole cost and expense, shall at all times maintain in good order, condition, cleanliness, and repair, reasonable wear and tear excepted, any improvements made by Tenant pursuant to this Lease, and the Premises and every part thereof, including, without limiting the generality of the foregoing, all electrical facilities, and equipment within the Premises; provided, however, that City shall be responsible for the maintenance and replacement of any landscaping installed on the Premises by Tenant. If Tenant fails to promptly make any necessary repairs or maintain cleanliness as provided for in this Lease, City shall have the right to make such repairs or provide cleaning service and Tenant shall pay the reasonable cost thereof as additional rent. All maintenance work by Tenant on the Premises shall comply with such reasonable rules as City may promulgate in writing from time to time regarding construction and maintenance in or on the Building and of which Tenant is provided notice. City shall attempt to allow Tenant broad access to the Premises, but Tenant acknowledges that the Building is primarily a fire station and that security and other concerns relating to that primary use may require reasonable restrictions on Tenant's maintenance activities. Without limitation of other reasonable rules, Tenant acknowledges that a rule prohibiting non-emergency work during the hours from 9:00 P.M. until 8:00 A.M. is reasonable.

9. PROHIBITED USES. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Property, or on Building or any of its contents, or cause a cancellation of any insurance policy covering the Property or the Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with radio or other equipment which City may have in or on the Property, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Property. Tenant shall also not interfere with radio or other equipment of any tenants at the Property existing as of the date of this Lease. City agrees that City and/or any other future tenants of the Property will be permitted to install on the Property only such radio equipment that is of the type and frequency which will not cause unreasonable interference to Tenant. City further agrees that it will not amend the current tenant's lease to

permit installation of additional equipment that is of a type and frequency which will cause interference with Tenant's equipment. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

Except as described in the last paragraph of this Section 9, Tenant shall not cause or permit any "Hazardous Substances" (as defined below) to be used, stored, generated or disposed of, on or in the Property by Tenant, Tenant's agents, employees or contractors without first obtaining City's written consent. If Hazardous Substances are used, stored, generated or disposed of on or in the Premises (including as described in the last paragraph of this Section 9), or if the Property becomes contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless Indemnitees from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Property, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, reasonable attorneys', consultant, and expert fees) arising during or after the term of this Lease and to the extent arising as a result of that contamination, except to the extent caused by City or City's agents, employees or contractors. This indemnification includes, without limitation, any and all reasonably costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Property which results in contamination, Tenant shall promptly, at Tenant's sole cost and expense, take any and all necessary actions to return the Property to the condition existing prior to the presence of any such Hazardous Substance on the Property or as close as reasonably possible to such prior condition and in any event, to a condition which complies with law and requires no further action or remediation. Tenant shall first obtain City's approval for any such remedial action, which City agrees not to unreasonably withhold, condition or delay. The provisions of this paragraph shall be in addition to any other obligations and liabilities Tenant may have to City at law or equity and shall survive the expiration or the termination of this Lease. For purposes of this Lease, the term "**Hazardous Substance**" means any substance that is toxic, ignitable, reactive or corrosive and that is regulated by any local government, the State of California, or the United States Government. "**Hazardous Substance**" also includes, without limitation, any and all materials or substances that are defined by law as "hazardous waste," "extremely hazardous waste" or a "hazardous substance." "**Hazardous Substance**" also includes, but is not limited to, asbestos, polychlorobiphenyls and oil, petroleum and their by-products.

City warrants and agrees that neither City nor, to City's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Property in violation of any law or regulation.

Notwithstanding anything to the contrary in this Paragraph 9, City and Tenant acknowledge that Tenant shall be utilizing and maintaining on the Premises sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system (all in accordance with applicable law) and that the presence, use, maintenance and disposal of such items in accordance with applicable law shall not constitute a violation or breach of this Section 9.

10. LIENS. Tenant shall keep the Premises and the Property free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest herein, or any right or privilege appurtenant hereto, or sublet all or any portion of the Premises, or allow any other person (the employees, agents, servants and contractors of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the consent of City, which consent may be withheld in City's sole and absolute discretion. Notwithstanding the foregoing, City consent shall not be required if all of the following conditions are satisfied: (a) the City receives prior written notice of the applicable transaction together with written evidence that the transaction is one of the transactions described in the following clause (b) such that the City's consent is not required; (b) the assignment is made as partial security for financing of the equipment to be installed in the Premises, or the proposed assignee is (i) a corporation or partnership (a "Parent") having, directly or indirectly, a one-third (1/3) or greater ownership interest in Tenant, (ii) a corporation or other entity with which Tenant and/or any Parent may merge or consolidate, (iii) a purchaser of substantially all of the outstanding ownership units or assets of Tenant and/or any Parent, and/or (iv) any transferee of Tenant's Federal Communications Commission cellular license in the market defined by the FCC in which the Property is located; (c) Tenant shall remain fully liable during the unexpired term of this Lease; and (d) any such assignment, sublease or transfer shall be subject to all of the terms, covenants and conditions of this Lease and the assignee, sublessee or transferee shall expressly assume for the benefit of City the obligations of Tenant under this Lease by a document reasonably satisfactory to City. City's consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Neither the City's consent to any subletting or assignment, or any subletting or assignment not requiring consent, shall release Tenant from liability under this Lease. Any assignment or subletting in violation of this Section 11 shall be void, and shall, at the option of City, constitute a default under this Lease. If Tenant is a partnership, joint venture or limited liability company, a withdrawal, addition or change (voluntary, involuntary, by operation of law or otherwise) of any of the general partners, venturers or managers thereof, or if Tenant is composed of more than one person, a purported assignment or transfer (voluntary or involuntary, by operation of law, or otherwise) from one thereof unto the other or others thereof, or if Tenant is a corporation or limited liability company, a change in the ownership (voluntary or involuntary, by operation of law, or otherwise) of one-third (1/3) or more of its capital stock or ownership interests, shall be deemed an assignment subject to the provisions of this Section.

12. LATE PAYMENT. A late payment charge of ten percent (10%) of any rent or any other required payment to City shall be paid by Tenant if such payment is not paid to City on or before the tenth (10th) day after the date on which rent is due. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs City will incur by reason of late payment by Tenant. Acceptance of the late charge by City shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent City from exercising any of the other rights and remedies available to City.

13. INDEMNIFICATION. Tenant shall indemnify and hold harmless City, City's City Council and each member thereof, and City's officers, employees and agents (collectively, "Indemnitees") from and against any and all claims to the extent arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Indemnitees from and against any and all claims to the extent arising from any breach or default in the performance of any obligations on Tenant's part to be performed under the terms of this Lease, or to the extent arising from any act, omission or negligence of Tenant, or any officer, agent, contractor or employee of Tenant, and from reasonable costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. Tenant shall not be required to indemnify the Indemnitees to the extent any claims arise from the negligence or willful misconduct of City and the Indemnitees. If any action or proceeding is brought against Indemnitees by reason of any such claim, Tenant, upon notice from Indemnitees, shall defend Indemnitees at Tenant's expense, by counsel reasonably satisfactory to Indemnitees. Tenant, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause that is a result, either directly or indirectly, of Tenant's use of the Premises; and Tenant hereby waives all claims in respect thereof against City and Indemnitees, except to the extent caused by the negligence or willful misconduct of City or the Indemnitees. Tenant shall give prompt notice to City in case of casualty or accidents in the Premises. City and Indemnitees shall not be liable for any loss or damage to persons or property resulting from fire, explosion, earthquake, flood, falling plaster, steam, gas, electricity, water or any other cause whatsoever. City and Indemnitees shall not be liable for interference with the light, air, or for any latent defect in the Premises.

Except for the preceding paragraph in this Section 13, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. INSURANCE.

14.1 Liability. Tenant agrees that at all times during the term of this Lease and any renewal or extension thereof, it shall, at Tenant's sole cost and expense, maintain in force insurance policies which will insure and indemnify Tenant, City and the other Indemnitees against liability or financial loss resulting from any suits, claims or actions and from all costs and expenses of litigation, in an amount of not less than Three Million Dollars (\$3,000,000) combined single limit for any injury to persons and/or damage to property in or about the Premises by reason of the use and occupation by Tenant or by any other person or persons of the Premises together with an endorsement as set forth on the standard ACORD Certificate of Insurance. Not more frequently than once each year, if, in the opinion of the insurance broker or consultant retained by City, the amount of public liability and property damage insurance coverage at that time is not adequate, Tenant shall increase the insurance coverage as required by City's insurance broker or consultant; provided, however that in the event Tenant does not agree with the amount of insurance coverage increase in Tenant's sole discretion, Tenant shall be

entitled to terminate this Lease, effective as of the date of City's receipt of written notice from Tenant or such other date as determined by Tenant. Upon such termination, this Lease shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Tenant shall have no further obligations for the payment of rent to City.

14.2 Fire. Tenant shall, at Tenant's sole cost and expense, obtain and at all times during the term hereof maintain in effect, insurance covering: (a) the improvements to the Premises made by or on behalf of Tenant, at Tenant's expense under this Lease; (b) fixtures, furnishings, and equipment located in the Premises; and (c) all alterations, additions, and changes made in or to the Premises during the term of this Lease at Tenant's expense, providing protection to the extent of not less than ninety percent (90%) of the insurable value of all such items against any peril included under insurance industry practices in the jurisdiction of the Premises within the classification "fire and extended coverage," together with insurance against vandalism, malicious mischief, and sprinkler leakage or other sprinkler damage. The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. Tenant's policies of insurance concerning the Premises shall waive the insurer's right of subrogation against Landlord.

14.3 Certificate. Such policies shall be issued by an insurer rated in Best's Insurance Guide with a financial rating of B+ VII or better. Such policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without City having been given at least thirty (30) days' prior written notice thereof by such carrier. Tenant agrees that it will not cancel or reduce such insurance coverage. At all times during the term of this Lease and prior to taking possession of the Premises, Tenant shall provide the City Clerk of City a certificate from the insurance carrier or carriers showing that such insurance policies are in effect in the amounts above provided. Notwithstanding any other provision to the contrary contained in this Lease, Tenant shall not have the right to take possession of the Premises until such certificate or certificates are filed with the City Clerk of City.

14.4 Lapsed Insurance. Tenant agrees that if it does not keep such insurance in full force and effect, City may, after ten (10) days written notice to Tenant, take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed to be a part of the rental of the Premises in addition to the usual monthly rent and payable as such within thirty (30) days after Tenant's receipt of an invoice from the City, including reasonably supporting documentation.

15. UTILITIES AND SERVICES. Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, electricity, gas, water and telephone service (if any), and for all connection charges. If Tenant fails to pay when due any charge, lien or expense for any such utility or service, City may in its sole discretion pay the same, and any amount so paid by City shall be paid by Tenant to City as

additional rent within thirty (30) days after Tenant's receipt of City's demand therefor, including reasonably supporting documentation.

16. SIGNS. Tenant shall not, without City's prior approval, install or affix any lighting fixtures, shades, awnings, or decorations (including, without limitation, exterior painting), advertising signs, other signs, lettering, placards or the like on the improvements made by Tenant or the Property or Building.

17. COMPLIANCE WITH LAWS. Tenant agrees to comply with all existing and future ordinances, rules, laws and regulations of any governmental agency that are applicable to the Premises or the operations of Tenant on the Premises (including, without limitation, the posting of required FCC RF signs).

18. RESERVATIONS. City reserves such easements through the Premises that City deems necessary or desirable, including, without limitation, the right to construct, improve, use, maintain and repair utilities, services, pipes and conduits, so long as such easements do not unreasonably interfere with the use of the Premises by Tenant.

19. RIGHT OF ACCESS. City and City's officers, employees, and agents shall, upon not less than forty-eight (48) hours prior notice to Tenant, except in the event of emergency in which case no prior notice shall be required (but City shall notify Tenant of such access as soon as possible thereafter), have at all reasonable times the right to enter the Premises for the purpose of inspecting the same, posting notices of non-responsibility or any other notices required by law for the protection of City, doing any work that City is permitted or required to perform under this Lease, and making any reasonable maintenance or repairs to the Building or the Premises that City determines may be required. Any inspection of the Premises shall be performed while in the presence of a Tenant representative, provided Tenant makes a Tenant representative available for that purpose. Tenant shall provide City with keys allowing access to any locked portions of the Premises; provided however, that City shall not be permitted to use such keys to access the Premises except after giving the notice required by this Section 19 or unless in the event of an emergency; provided however, that in no event shall City access Tenant's equipment cabinets located within the Premises. In conducting its activities on the Premises as allowed in this Section, City shall attempt to minimize the inconvenience, annoyance or disturbance to Tenant. However, City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of City's entry on the Premises as provided in this Section, except damage resulting from the negligent or intentional wrongful acts or omissions of City or its authorized representatives. Tenant shall not be entitled to an abatement or reduction of rent if City exercises any rights reserved in this Section.

20. TAXES AND ASSESSMENTS. Tenant shall pay or cause to be paid, before delinquency, any and all taxes and assessments levied and assessed against its interest in the Premises, upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in or on the Premises, or which become a lien against the Premises or Tenant's interest therein or its property. Tenant recognizes and understands that this Lease may create a possessory interest subject to taxes levied upon such interest.

21. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the reasonable rules and regulations that City shall from time to time promulgate and/or modify for the safety, care and cleanliness of the Property. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. If there is a conflict between the rules and regulations and any of the provisions of this Lease, the provisions of this Lease shall prevail. City shall make reasonable efforts to enforce the rules and regulations uniformly against all tenants at the Property; however, City shall not be responsible to Tenant for the nonperformance of any rules and regulations by any other lessees or occupants of the Property.

22. TENANT'S DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant: (a) The vacating or abandonment of the Premises by Tenant; (b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after notice thereof by City to Tenant; (c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in subsection (b) above, where such failure shall continue for a period of thirty (30) days after notice thereof by City to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion; or (d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or unless prohibited by Bankruptcy Law or other paramount law, the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

23. REMEDIES ON DEFAULT. In the event of any such default or breach by Tenant, City may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting City in the exercise of a right or remedy which City may have by reason of such default or breach: (a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to City. In such event City shall be entitled to recover from Tenant all damages incurred by City by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of re-letting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by City and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or (b) Pursue any other remedy now or hereafter available to City under the laws or judicial decisions or at equity of the State of California.

24. DEFAULT BY CITY. City shall not be in default unless City fails to perform obligations required of City within thirty (30) days after notice by Tenant to City specifying wherein City has failed to perform such obligation; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

25. RECONSTRUCTION. In the event Tenant's improvements on the Premises, or the Premises, are damaged by fire or other perils covered by extended coverage insurance, Tenant agrees to repair the damage, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a reduction of the rent from the date of damage and while such repairs are being made, such reduction to be based upon the extent to which the damage and making of such repairs interfere with the business carried on by Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent. In the event the improvements are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, either party shall have the option to give notice to the other party at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, shall be paid up to date of such termination.

26. EMINENT DOMAIN. If all or any part of the Premises shall be taken or appropriated by any authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after such taking, to terminate this Lease upon thirty (30) days' notice. If neither party elects to terminate as herein provided, the rent thereafter to be paid shall be equitably reduced. In the event of any taking or appropriation whatsoever, City shall be entitled to any and all awards and/or settlements that may be given (other than awards for the taking of Tenant's personal property and/or trade fixtures), and Tenant shall have no claim against City for the value of any unexpired term of this Lease.

27. NOTICE. Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

Tenant:

Los Angeles SMSA Limited Partnership
(d/b/a Verizon Wireless)
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate
(Site name: Coldwater)

City:

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: Director of Finance Administration

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: City Attorney

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day following the day of actual delivery. No communications via facsimile or electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

28. SUCCESSORS. Each and every one of the terms, covenants, and conditions of this Lease shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto but each and everyone of the heirs, executors, administrators, successors, assigns, and legal representatives of the parties hereto; provided, however, that any subletting or assignment by Tenant of the whole or any part of the Premises or any interest therein shall be subject to the provisions of Section 11.

29. HOLDING OVER. If Tenant, with City's consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by City to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days' notice given at any time by either party, at a monthly rental equal to one hundred fifty percent (150%) of the monthly rental in effect immediately prior to expiration or termination. All provisions of this Lease except those pertaining to rent and term shall apply to the month-to-month tenancy.

30. SURRENDER. LESSOR agrees and acknowledges that all of the buildings, antenna structures (except footings), equipment, conduits, fixtures and personal property of Tenant shall remain the property of Tenant and Tenant shall have the right to remove the same at any time during the term of this Lease, whether or not said items are considered fixtures and attachments to real property under applicable laws. At the expiration or within ninety (90) days

after the earlier termination of the term of this Lease (“**Removal Period**”), Tenant shall surrender the Premises to City in the same condition as received, reasonable wear and tear excepted, and Tenant shall replace the new Flagpole with a flagpole that is similar in appearance and quality to the Existing Flagpole and which is reasonably acceptable to City, and such replacement flagpole shall constitute the property of the City. All removable communications equipment and support equipment may be removed by Tenant so long as Tenant repairs any damage to the Premises or to the Building caused by such removal.

31. ESTOPPEL. Each party shall deliver to the other, at its request, an estoppel certificate in a form reasonably satisfactory to the requesting party stating that this Lease is in full force and effect, that the requesting party is not in default hereunder, except as otherwise specified, the monthly rent then payable, and the dates to which rent has been paid.

32. BROKERS. Each party represents that it has not had dealings with any real estate broker, finder or other person performing the functions of a broker or finder, with respect to this Lease in any manner. Each party (an “**Indemnifying Party**”) shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder or other person with whom the Indemnifying Party has or purportedly has dealt.

33. GENERAL PROVISIONS.

33.1 Plats and Riders. Clauses, plats, riders and addenda, if any, affixed to this Lease are a part hereof.

33.2 Waiver. The waiver by City or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of City’s knowledge of such preceding default at the time of the acceptance of such rent.

33.3 Joint Obligation. If there is more than one Tenant the obligations hereunder imposed shall be joint and several.

33.4 Marginal Headings. The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

33.5 Time. Time is of the essence of this Lease and each all of its provisions in which performance is a factor.

33.6 Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

33.7 Inability to Perform. The time stated in this Lease for the performance of any act (other than the payment of money) by either party shall be extended for the period of time that the party shall be delayed or prevented from performing by reason of strikes, acts of nature, or any causes beyond the reasonable control of the party claiming the extension, provided that the party claiming the extension has notified the other of such delay or prevention within fifteen (15) days of the inception thereof, and has thereafter notified the other party of the status of such delay or prevention not less often than once every fifteen (15) days.

33.8 Partial Invalidity. Any provision of this Lease which shall be held by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

33.9 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

33.10 Authority of Tenant. If Tenant is a limited liability company, each individual executing this Lease on behalf of such limited liability company represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such limited liability company, in accordance with the formation and organizational documents of such limited liability company, and that this Lease is binding upon such limited liability company.

33.11 City's Approvals. Neither City's execution of this Lease nor any consent or approval given by City hereunder in its capacity as City shall waive, abridge, impair or otherwise affect City's powers and duties as a governmental body. Any requirements under this Lease that Tenant obtain consents or approvals of City are in addition to and not in lieu of any requirements of law that Tenant obtain approvals or permits. However, City shall attempt to coordinate its procedures for giving contractual and governmental approvals so that Tenant's requests and applications are not unreasonably denied or delayed.

33.12 Memorandum of Lease. The parties shall execute a memorandum of lease in the form attached hereto as Exhibit C. Upon the expiration or termination of this Lease Tenant shall, immediately on City's request, execute and deliver to City a quitclaim deed to the Premises, in recordable form, designating City as transferee.

[Signatures appear on following page]

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

CITY:

CITY OF BEVERLY HILLS,
a California municipal corporation

By: _____
NANCY KRASNE, Mayor

ATTEST:

BYRON POPE, City Clerk

APPROVED AS TO FORM


LAURENCE S. WIENER, City Attorney

APPROVED AS TO CONTENT

ROD WOOD, City Manager



SCOTT MILLER,
Director of Administrative Services/CFO

TENANT:

LOS ANGELES SMSA LIMITED PARTNERSHIP,
a California limited partnership, dba VERIZON
WIRELESS

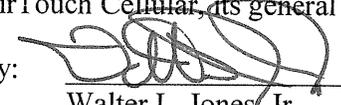
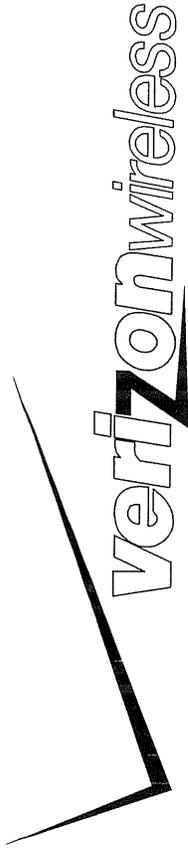
By: AirTouch Cellular, its general partner
By:  5/20/09
Walter L. Jones, Jr.
Area Vice President Network

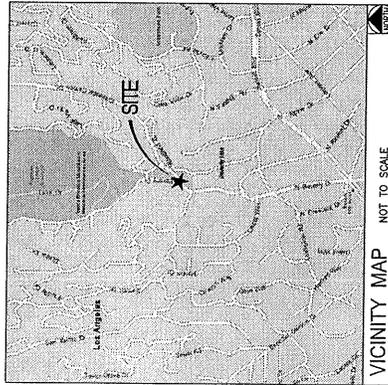
EXHIBIT "A"

DESCRIPTION OF PREMISES

(See Attached)



SITE NAME
COLDWATER
 1100 COLDWATER CANYON DR.
 BEVERLY HILLS, CA 90210



VICINITY MAP NOT TO SCALE

FROM VERIZON WIRELESS AT IRVINE OFFICE:
 DEPART 15205 SAND CANYON AVE, IRVINE, CA 92618 ON SAND CANYON AVE
 CONTINUE SOUTH-WEST ON RAMP
 MERGE ONTO I-405 [SAN DIEGO FWY] (NORTH--WEST)
 BEAR LEFT (NORTH--WEST) ONTO COTNER AVE
 TURN LEFT (WEST) ONTO SR-2 [SANTA MONICA BLVD]
 TURN LEFT (WEST) ONTO SAND CANYON DR.
 ARRIVE 1100 COLDWATER CANYON DR, BEVERLY HILLS, CA 90210

DRIVING DIRECTIONS

THIS IS AN UNMANNED TELECOMMUNICATIONS FACILITY FOR THE VERIZON WIRELESS COMMUNICATIONS NETWORK.
 THIS PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS & ASSOCIATED EQUIPMENT, A TOTAL OF (6) ANTENNAS MOUNTED ON A (1) FLAGPOLE AND EQUIPMENT CONTAINED WITHIN AN ENCLOSED ENCLOSURE AT GRADE WITH A WOODEN FLOOR WITH SOLID ROOF COVER ARE PROPOSED AT THIS SITE.

PROJECT DESCRIPTION

APPLICANT/LESSEE
 VERIZON WIRELESS
 15205 SAND CANYON AVE
 IRVINE, CA 92618
 PHONE: (949) 288-7000

PROPERTY INFORMATION

PROPERTY OWNER: CITY OF BEVERLY HILLS
CONTACT PERSON: BRENDA LAVENDER-MOODY
ADDRESS: 455 N. REXFORD DRIVE
 BEVERLY HILLS, CA 90210
PHONE: (510) 285-4426

LATITUDE: 34° 05' 25.77" N
LONGITUDE: 118° 24' 41.88" W
ELEVATION: 10683
AP.N.: 4350-014-500 & 4350-010-900
JURISDICTION: CITY OF BEVERLY HILL
ZONE: R-1 X
TYPE OF CONST.: V-B
CURRENT USE: CITY OWNED FIRE STATION
PROPOSED USE: TELECOMMUNICATIONS FACILITY
HANDICAP REQUIREMENTS: FACILITY IS UNMANNED, AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THIS DRAWING SHALL BE CONSIDERED TO PERMIT WORK NOT CONFORMING TO THE LOCAL CODES.

- CALIFORNIA PLUMBING CODE 2007 (INCL. TITLES 24 & 29, 2007)
- CALIFORNIA ADMINISTRATIVE CODE 2007
- ANSI/FPA-224-2007 WIRELESS SAFETY CODE
- ANSI/NFPA-101-1996 FIRE CODE
- CITY/COUNTY ORDINANCES
- CALIFORNIA MECHANICAL CODE 2007
- STANDARD 2007

CODE COMPLIANCE

ARCHITECTURAL:
 DELTA GROUPS ENGINEERING, INC.
 2362 MCGAW AVE.
 IRVINE, CA 92614
 CONTACT: RYAN YOUNG
 PHONE: (949) 622-0333
 FAX: (949) 622-0331

STRUCTURAL:

DELTA GROUPS ENGINEERING, INC.
 2362 MCGAW AVE.
 IRVINE, CA 92614
 CONTACT: RYAN YOUNG
 PHONE: (949) 622-0333
 FAX: (949) 622-0331

ELECTRICAL:

DELTA GROUPS ENGINEERING, INC.
 2362 MCGAW AVE. IRVINE, CA 92614
 CONTACT: WILLIAM DESMOND
 PHONE: (949) 622-0333
 FAX: (949) 622-0331

ZONING:

DELTA GROUPS ENGINEERING, INC.
 CONTACT: RYAN YOUNG
 PHONE: (949) 622-0333

SITE ACQUISITION:

DELTA GROUPS ENGINEERING, INC.
 CONTACT: RYAN YOUNG
 PHONE: (949) 622-0333

SURVEYOR:

BERT HAZEL, INC.
 10000 WILSON AVE. STE. 11
 COSTA MESA, CA 92626
 TEL: (714) 557-1567
 FAX: (714) 557-1568

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T-1	TITLE SHEET	B
C-1	TOPOGRAPHIC SURVEY	B
C-2	TOPOGRAPHIC SURVEY	B
C-3	TOPOGRAPHIC SURVEY	B
Z-1	OVERALL SITE PLAN	B
Z-2	ENLARGED SITE PLAN, EQUIPMENT & ANTENNA LAYOUT	B
Z-3	ELEVATIONS	B

SHEET INDEX

ISSUED FOR: ZONING

DO NOT SCALE DRAWINGS
 CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

NOTES: (P) = PROPOSED (E) = EXISTING

GENERAL CONTRACTOR NOTES

Verizon Wireless
 15205 SAND CANYON AVE
 BUILDING 90, IRVINE
 IRVINE, CA 92618
 PHONE: (949) 288-7000

DELTA GROUPS ENGINEERING, INC.
 CONSULTING ENGINEERS
 2362 MCGAW AVE.
 IRVINE, CA 92614
 TEL: 949-622-0333
 FAX: 949-417-2863

DGE JOB # 107W026A

SITE NAME

COLDWATER

SITE ADDRESS

1100 COLDWATER CANYON DR,
BEVERLY HILLS, CA 90210

NO.	DATE	DESCRIPTION
1	12/17/08	50% ZONING
2	02/12/09	100% ZONING

THIS DRAWING IS COMPLETED AND IS THE SCALE DRAWING FOR USE BY THE OWNER AND HIS CONTRACTOR. THE OWNER AND HIS CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND/OR THE INFORMATION CONTAINED IN THIS DRAWING BEFORE CONSTRUCTION. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNING AUTHORITIES.

DRAWN BY: TT
 CHECKED BY: FO

SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

Vertical
 15505 SAND CANYON AVE.
 BUILDING 10, 1ST FLOOR
 COSTA MESA, CALIFORNIA 92626
 PHONE (949) 266-7000

BERT BLAZE
 AND ASSOCIATES, INC.
 LAND SURVEYING & MAPPING
 3188 ARWAY AVENUE, SUITE K1
 COSTA MESA, CALIFORNIA 92626
 JAN. 808.025 714.557-1868 FAX

DCE JOB # 107VW028A
 SITE NAME

COLDWATER
 1100 COLDWATER CANYON
 BEVERLY HILLS, CA 90210

NO.	DATE	DESCRIPTION
1	12/20/08	ISSUED FOR REVIEW (TY)
2	02/21/09	ADDED TITLE INFO. (LA)
3	02/21/09	REVISED BOUNDARY & AREA (LA)
4	02/27/09	ADDED PROP. LEASE AREA (LA)

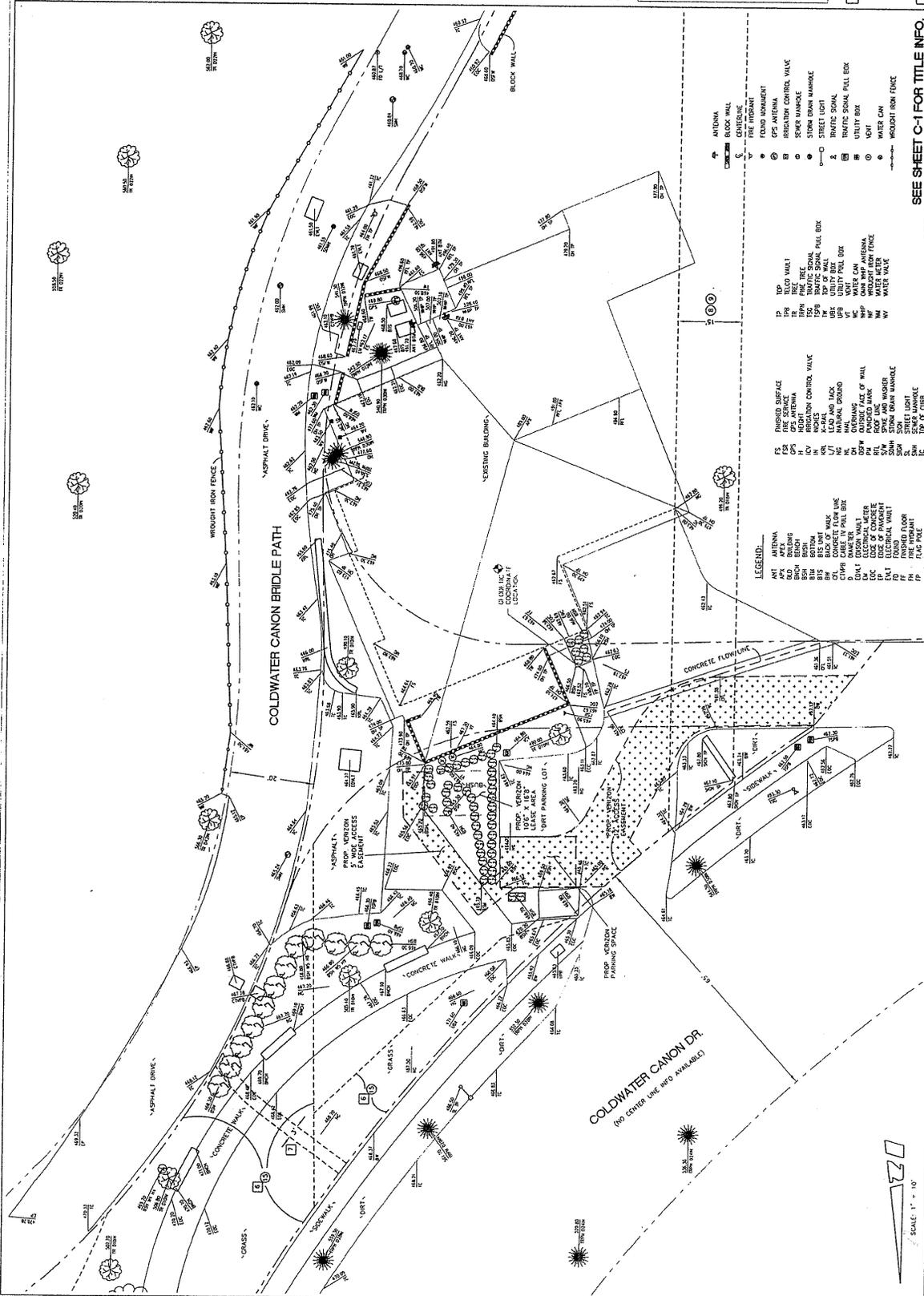
THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REPRODUCTION, DOWNGRADING, AND/OR THE INFORMATION CONTAINED HEREIN WITHOUT THE WRITTEN PERMISSION OF THE OWNER IS PROHIBITED.

DRAWN BY AS/JP
 CHECKED BY DR

SPACE RESERVED FOR PROFESSIONAL SEALS



SHEET TITLE
 TOPOGRAPHIC SURVEY
 SHEET NUMBER
 C-3



- LEGEND:**
- ANTENNA
 - BLOCK WALL
 - CONCRETE
 - FIRE HYDRANT
 - FOUND MONUMENT
 - GPS ANTENNA
 - REGULATED CONTROL VALVE
 - SPRING CONTROL VALVE
 - STORM DRAIN MANHOLE
 - STREET LIGHT
 - TRAFFIC SIGNAL
 - TRAFFIC SIGNAL FULL EDGE
 - UTILITY BOX
 - UTILITY FULL BOX
 - UTILITY BOX
 - WATER CAN
 - WATER CAN
 - WATER METER
 - WATER METER
 - WATER VALVE
 - WROUGHT IRON FENCE
- SEE SHEET C-1 FOR TITLE INFO.**
SEE SHEET C-2 FOR BOUNDARY INFO.

SCALE: 1" = 10'
 1
 2
 3
 4
 5
 6
 7
 8
 9
 10

TOPOGRAPHIC SURVEY
 SCALE: 1" = 10'

Verizon Wireless
 15505 SAND CANYON AVE
 BUILDING 10, 1ST FLOOR
 BEVERLY HILLS, CA 90210
 PHONE (844) 286-7000

**DELTA GROUPS
 ENGINEERING, INC.**
 CONSULTING ENGINEERS
 23822 McCAW AVE.
 BEVING, CA 92614
 PHONE (949) 447-2663
 FAX: 949-417-2663

DCE JOB # 107VW026A
 SITE NAME
COLDWATER

SITE ADDRESS
**1100 COLDWATER CANYON DR.
 BEVERLY HILLS, CA 90210**

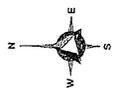
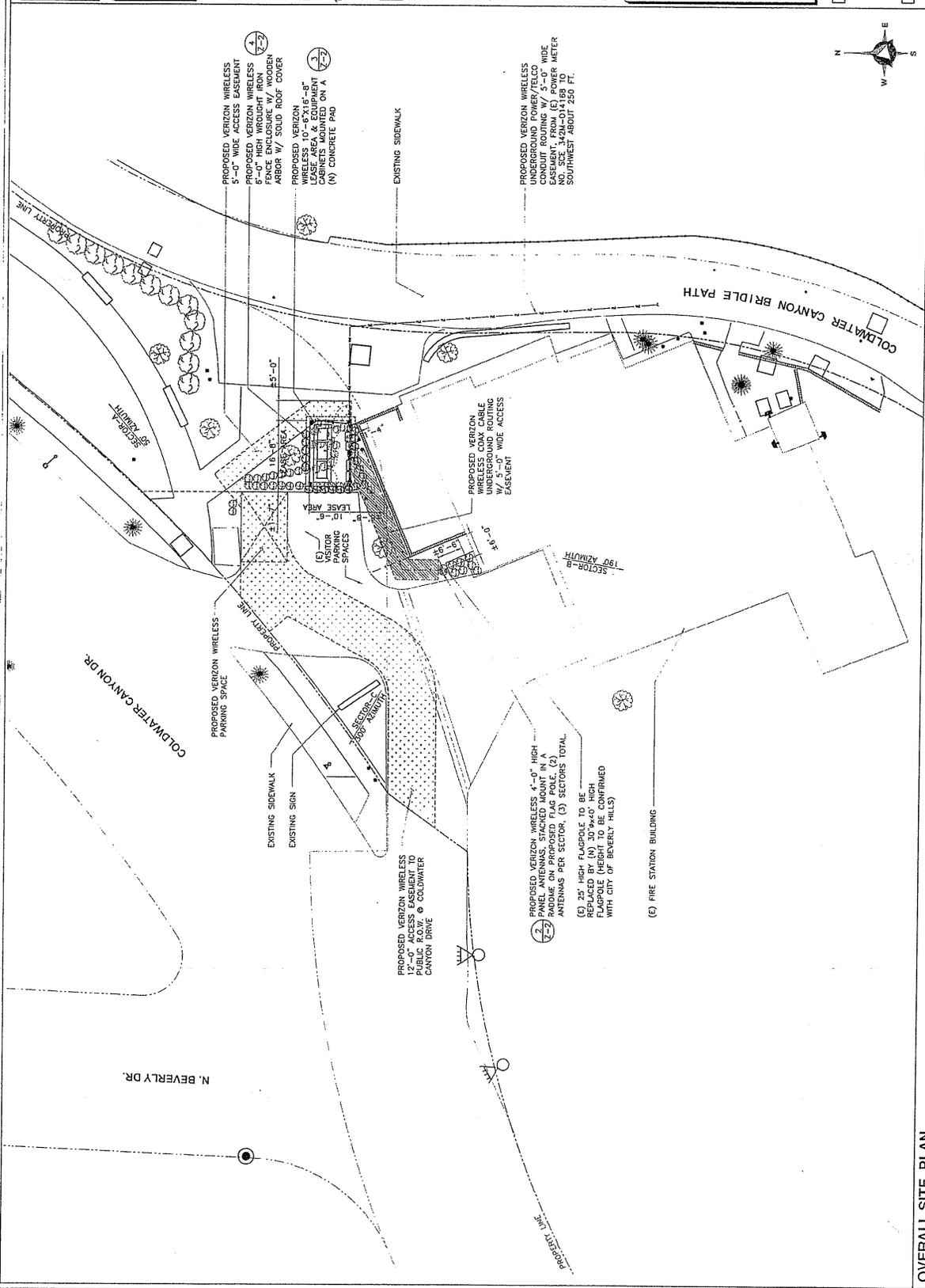
NO.	DATE	DESCRIPTION
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THE DRAWING IS CONSIDERED AND IS THE SOLE PROPERTY OF THE CONSULTING ENGINEER. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE CONSULTING ENGINEER. ANY REVISIONS TO THIS DRAWING AND/OR THE INFORMATION CONTAINED HEREIN SHALL BE MADE BY THE CONSULTING ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. THE CONSULTING ENGINEER'S LIABILITY IS LIMITED TO THE INFORMATION CONTAINED IN THIS DRAWING AND/OR THE INFORMATION CONTAINED IN ANY OTHER DRAWING OR SPECIFICATION OF THE OWNER IS FOREGOING.

DRAWN BY: TT
 CHECKED BY: FO
 SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE
OVERALL SITE PLAN

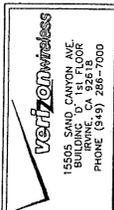
SHEET NUMBER
Z-1



SCALE: 1" = 30'-0"

OVERALL SITE PLAN

Z-1



**DELTA GROUPS
ENGINEERING, INC.**
CONSULTING ENGINEERS
2382 MCGAW AVE
IRVINE, CA 92614
TEL: 949-627-0333
FAX: 949-417-2883

DCE JOB # 1074W026A

COLDWATER

SITE ADDRESS
**1100 COLDWATER CANYON DR.
BEVERLY HILLS, CA 90210**

NO.	DATE	DESCRIPTION
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2	02/12/09	100% ZONING

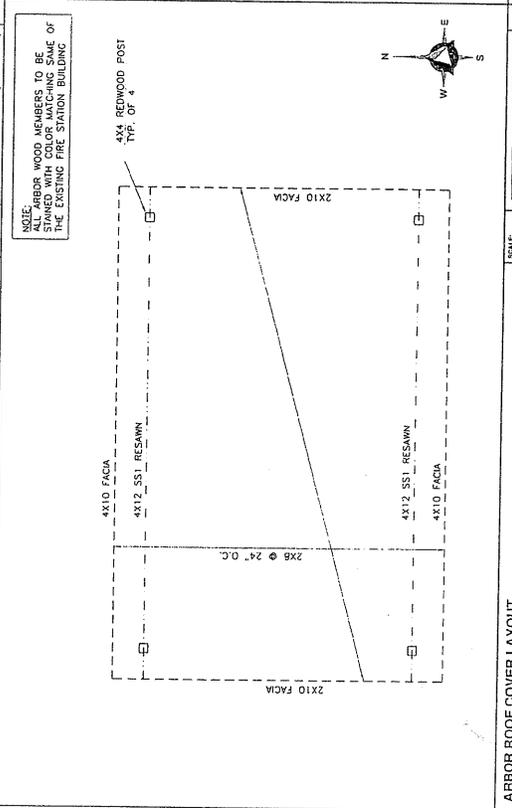
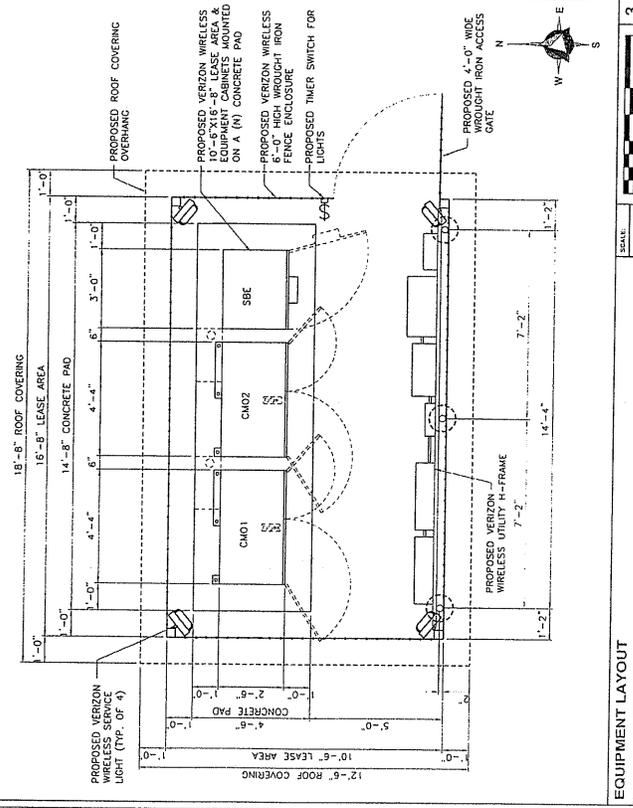
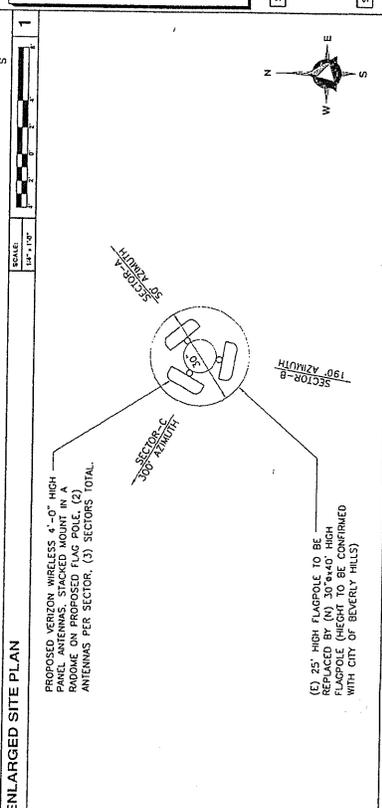
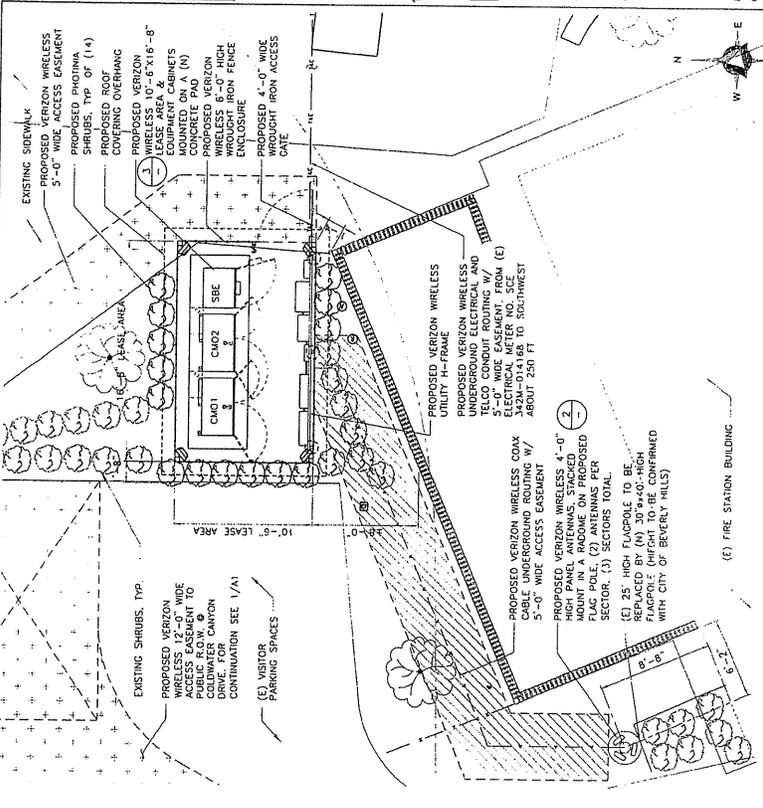
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DRAWN BY: IT
CHECKED BY: FO

SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE
**ENLARGED SITE PLAN &
EQUIPMENT AREA PLAN**

SHEET NUMBER
Z-2



SCALE: 1/4"=1'-0"

SCALE: 3/8"=1'-0"

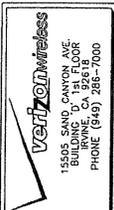
SCALE: 1/2"=1'-0"

SCALE: 1/2"=1'-0"

ENLARGED SITE PLAN

ANTENNA LAYOUT

ARBOR ROOF COVER LAYOUT



DELTA GROUPS, INC.
ENGINEERING CONSULTING ENGINEERS
2362 MCGAW AVE.
IRVINE, CA 92614
PHONE (949) 256-7000
FAX (949) 256-7000

DGE JOB # 107VW026A
SITE NAME
COLDWATER

SITE ADDRESS
**1100 COLDWATER CANYON DR.
BEVERLY HILLS, CA 90210**

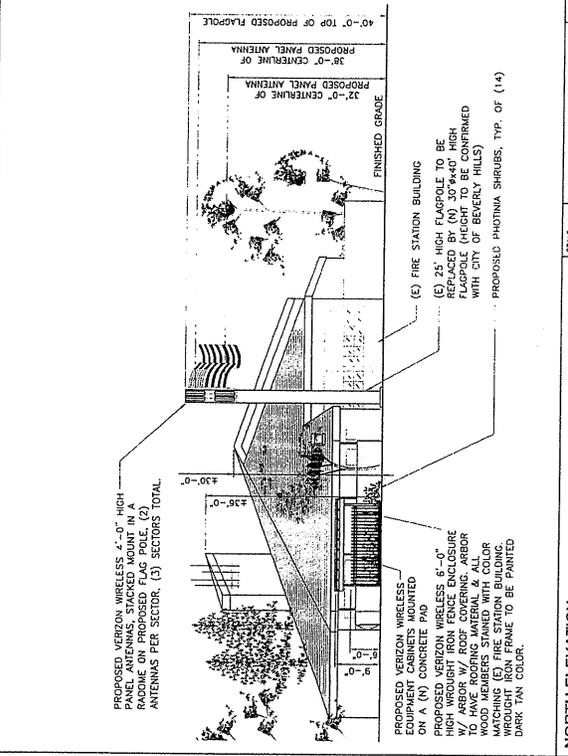
NO.	DATE	DESCRIPTION
1	12/17/09	80% ZONING
2	02/12/09	100% ZONING

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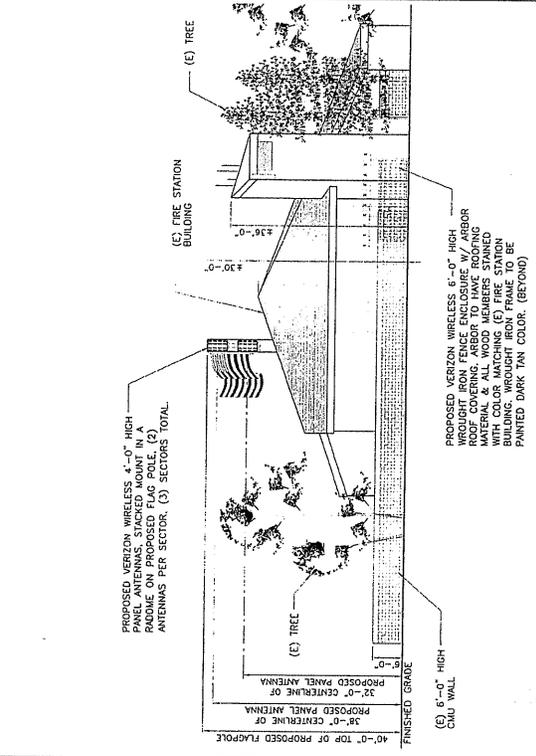
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CHECKED BY: FO
SPACE RESERVED FOR PROFESSIONAL SEAL

SHEET TITLE
ELEVATIONS

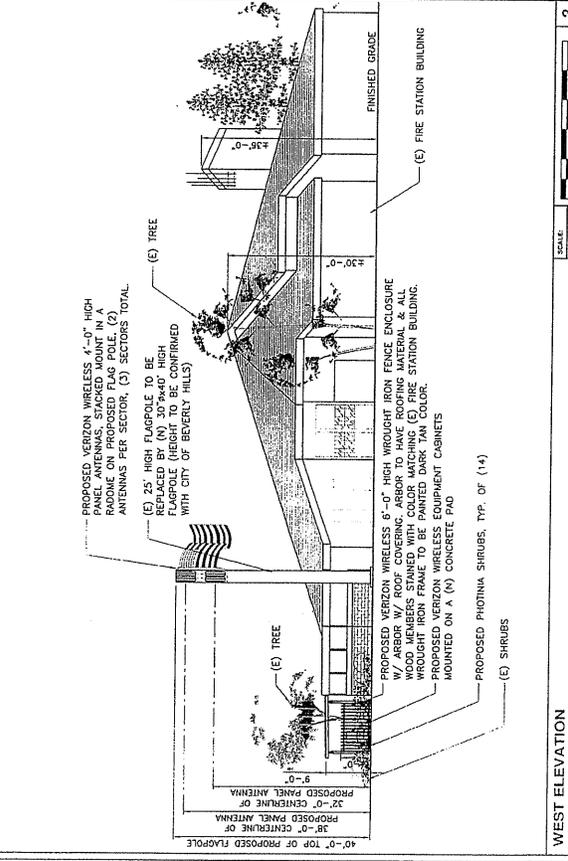
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Z-3



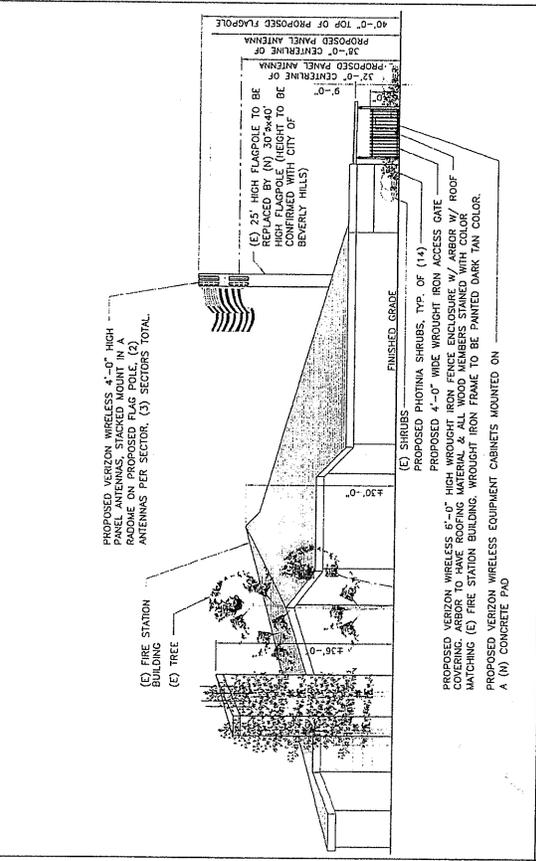
3 NORTH ELEVATION



2 SOUTH ELEVATION



3 WEST ELEVATION



4 EAST ELEVATION

EXHIBIT "B"

FORM OF MEMORANDUM OF LEASE

(Attached.)

MEMORANDUM OF LEASE

RECORDING REQUESTED BY; AND

WHEN RECORDED RETURN TO:

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: City Clerk

[Space Above For Recorder's Use Only]

The undersigned declares that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made as of _____, 2009, by and between the CITY OF BEVERLY HILLS, a California municipal corporation ("**City**"), and LOS ANGELES SMSA LIMITED PARTNERSHIP, a California limited partnership (dba "Verizon Wireless") ("**Tenant**"), with respect to the following recitals:

RECITALS

A. Tenant and City have entered into that certain Lease for Installation and Use of Telecommunications Antennas and Supporting Equipment of even date herewith (the "**Lease**"), pursuant to which City has agreed to lease and demise to Tenant, and Tenant has agreed to lease and accept from City, a portion of that certain real property located in the City of Beverly Hills, County of Los Angeles, State of California, at 1100 Coldwater Canyon Drive that is described on Exhibit A attached hereto (the "**Property**"), as provided in the Lease.

B. Tenant and City now desire to enter into this Memorandum to provide record notice of the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and City agree as follows:

1. Lease. City hereby leases and demises to Tenant, and Tenant hereby leases and accepts from City, the portion of the Property defined as the "Premises" in the Lease for an initial term of five (5) years (with four (4) five year extension options in favor of Tenant) at the rental and upon the other terms and conditions set forth in the Lease, which terms and conditions are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any provision of this Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.

3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

[This Space Intentionally Left Blank; Signatures Begin On The Next Page]

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

CITY:

CITY OF BEVERLY HILLS,
a California municipal corporation

By:

NANCY KRASNE, Mayor

ATTEST:

BYRON POPE, City Clerk

APPROVED AS TO FORM

APPROVED AS TO CONTENT

LAURENCE S. WIENER, City Attorney

ROD WOOD, City Manager

SCOTT MILLER,
Director of Administrative Services/CFO

TENANT:

LOS ANGELES SMSA LIMITED PARTNERSHIP,
a California limited partnership, dba VERIZON
WIRELESS

By: AirTouch Cellular, its general partner

By:

Walter L. Jones, Jr.
Area Vice President Network

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)
County of Orange)

On _____ before me, _____, Notary Public,
personally appeared Walter L. Jones, Jr.,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____



On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____

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: _____

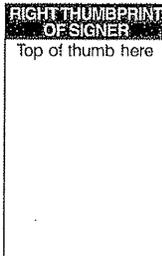
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

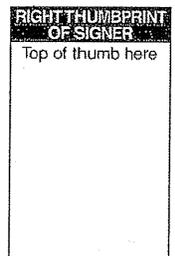
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

Attachment 2

Memorandum of Lease

MEMORANDUM OF LEASE

RECORDING REQUESTED BY; AND

WHEN RECORDED RETURN TO:

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: City Clerk

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AGREEMENT

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1. Lease. City hereby leases and demises to Tenant, and Tenant hereby leases and accepts from City, the portion of the Property defined as the "Premises" in the Lease for an initial term of five (5) years (with four (4) five year extension options in favor of Tenant) at the rental and upon the other terms and conditions set forth in the Lease, which terms and conditions are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any provision of this Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.

3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

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

CITY:

CITY OF BEVERLY HILLS,
a California municipal corporation

By: _____
NANCY KRASNE, Mayor

ATTEST:

BYRON POPE, City Clerk

APPROVED AS TO FORM



LAURENCE S. WIENER, City Attorney

APPROVED AS TO CONTENT

ROD WOOD, City Manager

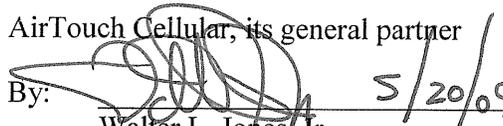


SCOTT MILLER,
Director of Administrative Services/CFO

TENANT:

LOS ANGELES SMSA LIMITED PARTNERSHIP,
a California limited partnership, dba VERIZON
WIRELESS

By: AirTouch Cellular, its general partner

By:  5/20/09

Walter L. Jones, Jr.
Area Vice President Network

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)
County of Orange)

On 5/20/09 before me, Sandra J. Rojas, Notary Public,
personally appeared Walter L. Jones, Jr.

who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sandra J. Rojas
Signature of Notary Public



Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____



On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____

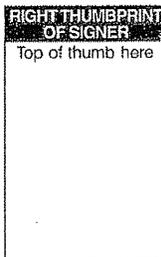
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

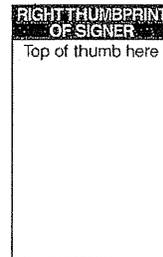
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____