



## **AGENDA REPORT**

**Meeting Date:** November 15, 2011  
**Item Number:** G-7  
**To:** Honorable City Council  
**From:** Brenda Lavender, Real Estate & Property Manager  
**Subject:** LEASE AND MEMORANDUM OF LEASE BY AND BETWEEN THE CITY OF BEVERLY HILLS AND NEW CINGULAR WIRELESS PCS, LLC DBA AT&T.  
**Attachments:** 1. Lease  
2. Memorandum of Lease

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### **RECOMMENDATION**

It is recommended that the City Council approve the Lease and Memorandum of Lease by and between the City of Beverly Hills and New Cingular Wireless PCS, LLC dba AT&T. A copy of the lease and memorandum of lease is on file with the City Clerk. There are two (2) sites for the antenna locations; one at Fire Station #2 – 1100 Coldwater Canyon Drive and Fire Station #3 – 180 S. Doheny Drive, Beverly Hills CA.

### **INTRODUCTION**

In July of 2010, City Council approved the installation of temporary cell sites at both Fire Station #2 and #3 with AT&T. Council's approval was in response to overwhelming need to improve cellular service throughout the City. This lease would allow for the permanent installation of antennas at both fire stations based on the five (5) year lease term. AT&T would have four (4) separate successive five (5) year options to extend the term of the lease. Base rent for each location is \$2,000 per month and will be adjusted annually thereafter by the Consumer Price Index.

### **DISCUSSION**

For the past several years, both the Beverly Hills Police and Fire Departments have utilized the AT&T cellular network to establish connectivity between the mobile computers in the field and the dispatch center. Although the overall performance has been satisfactory with respect to throughput, the local geography has posed significant challenges for signal propagation. This issue is especially predominant in the northern areas of the City. Mobile data and voice performance is marginal at best, posing potential risk to City responders. When a mobile data signal connection drops, it is usually difficult to re-establish due to the tedious, necessary computer log-in procedures, especially while operating a motor vehicle.

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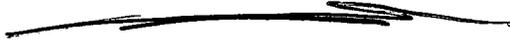
Expansion of cellular networks in these and other local neighborhoods has been very slow and difficult for not only AT&T Mobility but all cellular providers. To this end, the Police and Fire Departments have been meeting and working with AT&T Mobility to identify potential solutions that may improve overall local performance and reliability of their network. After extensive field testing by AT&T engineers working together with our IT and Police Departments, it was discovered that several areas in the City, particularly in the north end, don't provide adequate coverage but have potential for improvement. In September of 2010 AT&T installed mobile cell site at three (3) pre-identified sites in the northern area of the city to determine if radio frequency performance could be enhanced, thereby providing reliable mobile connectivity for Public Safety in hillside neighborhoods.

The testing at Fire Stations #2 and #3 have proven to enhance the cellular network coverage in the northern areas of the City as well as within the triangle.

Staff from Fire, Planning, Police and The City Manager's Office have worked together to assess the overall esthetics of the project and will continue to work with AT&T to ensure that the final installation of the antennas meets the City's approval.

#### **FISCAL IMPACT**

The flouriscal impact of this license is additional revenue of \$4,000 monthly and \$48,000 annually. There is no out of pocket expense for the City.



Scott G. Miller, Director of  
Administrative Services, CFO

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Approved By

# **Attachment 1**

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

1. PARTIES. THIS LEASE FOR INSTALLATION AND USE OF TELECOMMUNICATIONS ANTENNAS AND SUPPORTING EQUIPMENT (this "Lease") is made as of \_\_\_\_\_, 2011, by and between the CITY OF BEVERLY HILLS, a California municipal corporation ("City"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("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, the two spaces (collectively, the "Leased Premises") described on Exhibit "A" and located at 1100 Coldwater Canyon Drive, Beverly Hills, California and 180 S. Doheny Drive, Beverly Hills, California (collectively, the "Properties").

2.2 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 in Section 30 below), to access (i.e., pedestrian ingress to and egress from) the Leased Premises over and across the portions of the Properties depicted on Exhibit "B" as the "Access Easement Areas."

2.3 Premises. The Leased Premises and the Access Easement Areas are collectively referred to herein as the "Premises." Except as otherwise expressly set forth herein in this Section 2.3, Tenant hereby accepts the Premises in their current "AS IS" condition, without representation or warranty, express or implied, and otherwise 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 ninety (90) days after the date of this Lease (the "Commencement Date"). Rental payments shall commence on the Commencement Date.

3.2 Extension Terms. Provided Tenant is not in default beyond any applicable cure period under the terms of this Lease as of the end of the Initial Term or the then-current Extended Term, as applicable, this Lease shall automatically be extended subject to the 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, as applicable. 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 Four Thousand Dollars (\$4,000) per month (i.e., \$2,000 per month per location), which sum is subject to adjustment in Section 4.2 below, on or before the first (1<sup>st</sup>) day of each calendar month, commencing on the Commencement Date. 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, as extended under Section 3.2 (each, an “Adjustment Date”), the Monthly Rent shall be increased based on the following formula:

4.3 Increased Monthly Rent = (Monthly Rent)+((IR-IL)/IL X Monthly Rent)

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

4.5 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.

4.6 "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. Notwithstanding the foregoing, in no event shall the Monthly Rent decrease.

5. USE; APPROVALS; REQUIRED IMPROVEMENTS.

5.1 Tenant agrees to use the Premises only for the purpose of constructing, maintaining and operating wireless telecommunications facilities, and for no other use (“**Permitted Use**”).

5.2 Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits.

5.3 Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to City.

5.4 Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Tenant shall be obligated to restore property to condition received following any testing. Tenant is responsible for the removal and disposal of any soil resulting from Tenant's testing.

5.5 Tenant shall install the improvements described on Exhibit "C" attached hereto at Tenant's sole cost and expense.

6. ALTERATIONS AND IMPROVEMENTS. No other alterations, additions or changes shall be made to the Premises unless and until Tenant first obtains City's written approval thereof in City's sole and absolute discretion. 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. 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 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. Once the work has begun, Tenant shall prosecute all construction to completion with 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 losses, liabilities, claims, costs and expenses incurred by City and 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 all equipment within the Premises. If Tenant fails to promptly make repairs or maintain any improvements or landscaping, City shall have the right to do so and Tenant shall pay the reasonable cost thereof within ten (10) days after written demand 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 applicable Property and of which Tenant is provided notice. Without limitation of other reasonable rules, Tenant acknowledges and agrees 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 Properties, or cause a cancellation of any insurance policy covering the Properties 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 Properties, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Properties. Tenant shall also not interfere with radio or other equipment of any tenants at either of the Properties. 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 either of the Properties 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 either 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 such 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 reasonable 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 either of the Properties which results in contamination, Tenant shall promptly, at Tenant's sole cost and expense, take any and all necessary actions to return the applicable 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 either of the Properties in violation of any law or regulation.

Notwithstanding anything to the contrary in this Section 9, City and Tenant acknowledge that Tenant shall be utilizing and maintaining on the Premises back-up batteries and cleaning solvents (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 both Properties 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 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 (c) 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 (10<sup>th</sup>) 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, liabilities, losses, damages, costs and expenses 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 or Properties, and shall further indemnify and hold harmless Indemnitees from and against any and all claims, liabilities, losses, damages, costs and expenses 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, employee, guest or invitee 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 active 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 active 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 commercial general liability 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 Three Million Dollars (\$3,000,000) per occurrence and in the aggregate, 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 endorsement as set forth on the standard ACORD Certificate of Insurance. Not more frequently than once each three years, if, in the opinion of the insurance broker or consultant retained by City, the amount of commercial general liability insurance coverage at that time is not adequate, Tenant shall increase the insurance coverage as required by City's insurance broker or consultant.

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 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. Permission is granted to Tenant to self insure this coverage. 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 Leased 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, if any, concerning the Leased Premises shall waive the insurer's right of subrogation against City.

14.3 Certificate. Such policies shall be issued by an insurer or its agent 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 by the insurance carrier without endeavoring to provide City 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 ten (10) days after written demand from 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 ten (10) days after written demand from City give Tenant written demand, including reasonable supporting documentation.

16. SIGNS. Except for signs required to be placed on the Premises under Laws (as defined below), Tenant shall not, without City's prior written 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.

17. COMPLIANCE WITH LAWS. Tenant agrees to comply with all existing and future ordinances, rules, laws and regulations (collectively "**Laws**") 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 (except that, in the case of an emergency, City will be entitled to interfere with Tenant's use to the extent necessary, in City's good faith discretion, to properly address the emergency).

19. RIGHT OF ACCESS. City and City's officers, employees, and agents shall, upon not less than forty-eight (48) hours prior written 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 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. In conducting its activities on the Premises as allowed in this Section, City shall use good faith efforts to 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 five (5) business days after written notice thereof is given to Tenant by City; (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 City gives written notice thereof 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, 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; 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, and (b) keep this Lease in effect and such for rent as it comes due may also 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 Tenant gives City written notice 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. City's liability under this Lease shall be limited to its interest in the Properties.

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: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With a required copy concurrently delivered to AT&T Legal Department:

If sent via certified or registered mail to:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
PO Box 97061  
Redmond, WA 98073-9761

If sent via nationally recognized overnight courier to:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
16631 NE 72<sup>nd</sup> Way  
Redmond, WA 98052-7827

City: City of Beverly Hills  
455 North Rexford Drive  
Beverly Hills, California 90210  
Attention: Director of Finance Administration and  
Real Estate & Property Manager

with a copy to:

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 every one 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 written 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 Rent 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. City agrees and acknowledges that all of the antenna structures (except footings), equipment, conduits, fixtures and personal property of Tenant installed or placed by Tenant in the Premises 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, provided that Tenant promptly repairs any damage caused by or related to such removal. 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 with the Tenant's installations removed and all damage caused thereby, or related thereto, repaired).

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; Force Majeure. 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 "D". 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: \_\_\_\_\_  
Barry Brucker, Mayor

ATTEST:

\_\_\_\_\_  
BYRON POPE, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER, City Attorney

APPROVED AS TO CONTENT

\_\_\_\_\_  
Jeffrey Kolin, City Manager

\_\_\_\_\_  
SCOTT MILLER,  
Director of Administrative Services/CFO

**TENANT:**

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

By: AT&T Mobility Corporation  
Manager

By:   
\_\_\_\_\_  
Mark Rivera

**EXHIBIT "A"**

**DESCRIPTION OF LEASED PREMISES**

(Attached.)

**Exhibit A**  
**Legal Description**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 797 AND 798 OF TRACT NO. 6380, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 69, PAGES 11 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Exhibit A**  
**Legal Description**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF LOT "A" OF A PORTION OF RANCHO RODEO DE LAS AGUAS, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 107, PAGES 210, 211 AND 212 OF MISCELLANEOUS RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN PARCEL 2 OF DEED TO FRANKLIN L. HUTTON, RECORDED IN BOOK 1436, PAGE 384, OFFICIAL RECORDS OF SAID COUNTY, IN THE EASTERLY LINE OF BEVERLY DRIVE (FORMERLY KNOWN AS COLDWATER CANON ROAD) AS CONVEYED TO THE COUNTY OF LOS ANGELES, BY DEED RECORDED IN BOOK 5667, PAGE 1, ET SEQ., OF DEEDS, RECORDS OF SAID COUNTY SAID CORNER BEING DISTANT SOUTH 11°52'10" EAST 315 FEET FROM STATION 8 OF THE BOUNDARY LINE OF SAID RANCHO, AS SAID LINE IS SHOWN ON MAP ATTACHED TO DEED RECORDED IN BOOK 6616, PAGE 257, ET SEQ. OF SAID DEED RECORDS; THENCE ALONG THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN SAID PARCEL 2, SOUTH 70°28'15" EAST 223.21 FEET TO THE NORTHEAST CORNER OF THE LAND SO DESCRIBED; THENCE NORTH 3°15'32" EAST 398.71 FEET TO THE SOUTHERLY LINE OF SAID COLDWATER CANON ROAD; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°42'14" WEST 15 FEET TO THE BEGINNING OF A CURVE IN SAID SOUTHERLY LINE CONCAVE TO THE SOUTH EAST, HAVING A RADIUS OF 233.59 FEET; THENCE SOUTH WESTERLY ALONG SAID CURVE 394.14 FEET; THENCE TANGENT TO SAID CURVE SOUTH 7°58'16" EAST 57.75 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF LOT "A" OF A PORTION OF THE RANCHO RODE DE LAS AGUAS, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 107, PAGES 210, 211, 212 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS, BOOK 3172, PAGE 243, RECORDS OF LOS ANGELES COUNTY; THENCE NORTH 3°15'32" EAST 398.71 FEET TO A POINT ON THE SOUTHERLY LINE OF COLDWATER CANON ROAD, AS SAID ROAD IS SHOWN ON A MAP RECORDED IN BOOK 5667, PAGES 1 TO 7 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY; THENCE NORTH 88°42'14" EAST 70.92 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 45.85 FEET; THENCE EASTERLY ALONG SAID CURVE 76.21 FEET TO THE BEGINNING OF A CURVE COMPOUNDING AND CONCAVE WESTERLY, HAVING A RADIUS OF 157.00 FEET; SAID LAST MENTIONED POINT IS ALSO ON THE WESTERLY LINE OF COLDWATER CANON ALLEY AS SAID ALLEY IS SHOWN ON MAP RECORDED IN BOOK 5667, PAGES 1 TO 7 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY; THENCE ALONG SAID CURVE SOUTHERLY 67.58 FEET TO A POINT ON A LINE TANGENT TO SAID CURVE; THENCE SOUTH 28°36'39" WEST 24.47 FEET ALONG SAID TANGENT LINE TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 287.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 212.18 FEET TO A POINT ON A LINE TANGENT TO SAID CURVE; THENCE SOUTH 13°44'51" EAST 7.59 FEET ALONG SAID TANGENT LINE TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 210.00 FEET; THENCE ALONG SAID CURVE SOUTHERLY 66.20 FEET TO A POINT ON A LINE TANGENT TO SAID CURVE; THENCE SOUTH 4°18'47" WEST 17.73 FEET; THENCE NORTH 70°28'15" WEST 94.32 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM, FOR A PUBLIC ROAD AND HIGHWAY PURPOSES ALL THAT PORTION OF THE PARCEL OF LAND HEREINBEFORE DESCRIBED, LOCATED BETWEEN A LINE DRAWN PARALLEL TO AND 30 FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF COLDWATER CANON ALLEY AND THE WESTERLY LINE OF SAID COLDWATER CANON ALLEY, AS SAID ALLEY IS SHOWN ON SAID DEED BOOK 5667, PAGES 1 TO 7 OF DEEDS.

TOGETHER WITH THAT PORTION OF COLDWATER CANYON BRIDLE PATH VACATED BY RESOLUTION NO. 2531 OF THE COUNCIL OF THE CITY OF BEVERLY HILLS, RECORDED JANUARY 5, 1959, AS INSTRUMENT NO. 2531, IN BOOK D322, PAGE 211 OF OFFICIAL RECORDS.

**EXHIBIT "B"**

**DESCRIPTION OF ACCESS EASEMENT AREAS**

(Attached.)

**Exhibit B**  
**Access Easement Legal Description**

A PORTION OF LOT "A" OF A PORTION OF THE RANCHO RODE DE LAS AGUAS, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 107, PAGES 210, 211, 212 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 20.00 FEET WIDE ACCESS, MEASURING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE SOUTHWESTERLY CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS, BOOK 3172, PAGE 243, RECORDS OF LOS ANGELES COUNTY; THENCE NORTH 3°31'52" EAST, A DISTANCE OF 336.37 FEET; THENCE SOUTH 86°28'08" EAST, A DISTANCE OF 20.95 FEET; THENCE NORTH 00°36'37" EAST, A DISTANCE OF 32.00 FEET; THENCE SOUTH 89°31'27" EAST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING;

1. THENCE NORTH 0°28'33" EAST, A DISTANCE OF 41.41 FEET;
2. THENCE NORTH 89°31'27" WEST, A DISTANCE OF 35.23 FEET TO THE TERMINUS OF SAID ACCESS EASEMENT.

SIDELINES OF SAID ACCESS TO LENGTHEN OR SHORTEN AT ALL LEASE AREAS, EASEMENTS, PROPERTY LINES AND RIGHT-OF-WAYS.

**Exhibit B**  
**Access Easement Legal Description**

A PORTION OF LOT 797 OF TRACT NO. 6380, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 69, PAGES 11 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

A 12.00 FEET WIDE ACCESS, MEASURING 6.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 797, THENCE NORTH 89°41'57" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 797, A DISTANCE OF 6.00 FEET TO THE TRUE POINT OF BEGINNING;

1. THENCE SOUTH 0°10'47" WEST, A DISTANCE OF 50.00 FEET TO THE TERMINUS OF SAID ACCESS EASEMENT.

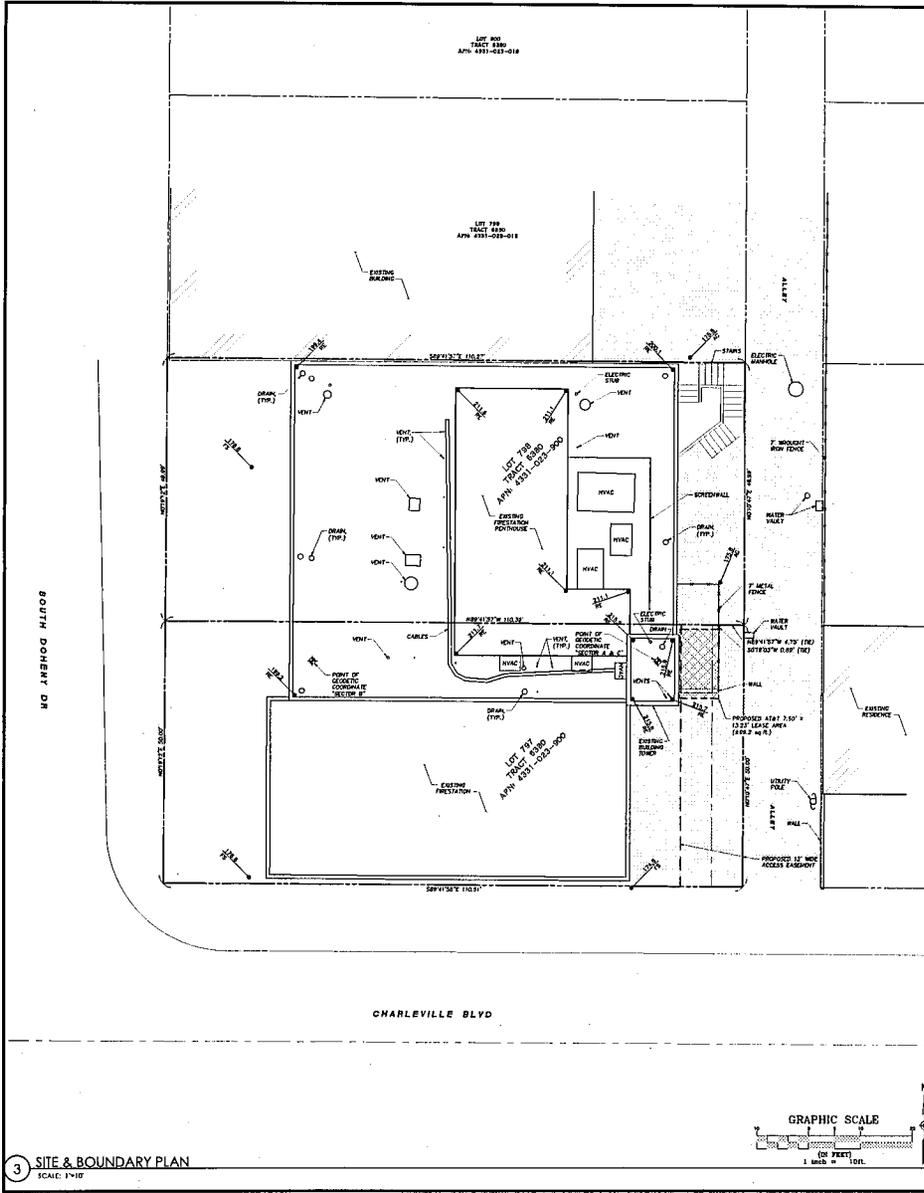
SIDELINES OF SAID ACCESS TO LENGTHEN OR SHORTEN AT ALL LEASE AREAS, EASEMENTS, PROPERTY LINES AND RIGHT-OF-WAYS.

**EXHIBIT "C"**

**DESCRIPTION OF REQUIRED IMPROVEMENTS**

(Attached.)





**BOUNDARY AND TITLE INFORMATION**  
 THIS MAP IS A GRAPHIC SUMMARY OF DATA COMPILED FROM PRELIMINARY TITLE REPORTS, RECORD SUPPORT DOCUMENTS, MAPS AND VARIOUS OTHER INFORMATION. IT IS NOT A SURVEYED DRAWING. THIS MAP IS A REPRESENTATIVE MAP SHOWING EVIDENCE OF RECORD INTERESTS WITH PROPERTY LINES PLOTTED FROM SAID RECORDS. THE LIMITS OF TOPOGRAPHIC DATA AND/OR IMPROVEMENTS SHOWN ARE LIMITED TO THE ORIGINAL SOURCE FOR THE PLOTTING. THE INFORMATION ON THIS MAP WILL BE SET BY THE FINAL SURVEY. THIS MAP DOES NOT ASSURE NO LIABILITY FOR PLOTTING ERRORS, OMISSIONS OR OTHER DEFECTS IN TITLE.

**PROPERTY LEGAL DESCRIPTION:**  
 ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:  
 LOTS 767 AND 768 OF TRACT NO. 8246, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58, PAGE 11 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, RECORDED AS FOLLOWS:

**TITLE REPORT EXCEPTIONS**  
 ITEMS FROM TITLE REPORT THAT ARE NOT REPRODUCED BELOW ARE EITHER NOT PLOTTABLE, NOT LEGIBLE, NOT PROVIDED OR DO NOT AFFECT PROPERTY.  
 (5) NONE

**PROPOSED LEASE AREA DESCRIPTION**  
 A PORTION OF LOT 767 OF TRACT NO. 8246, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58, PAGE 11 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 767, THENCE NORTH 89°41'37" WEST ALONG THE NORTHERLY LINE OF SAID LOT 767, A DISTANCE OF 4.75 FEET; THENCE LEANED SAID NORTHERLY LINE SOUTH 0°18'07" WEST, A DISTANCE OF 0.89 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE SOUTH 0°18'07" WEST, A DISTANCE OF 13.33 FEET;  
 THENCE NORTH 89°41'37" WEST, A DISTANCE OF 7.50 FEET;  
 THENCE SOUTH 89°41'37" EAST, A DISTANCE OF 7.50 FEET TO THE TRUE POINT OF BEGINNING.

**PROPOSED 12' WIDE ACCESS EASEMENT DESCRIPTION**  
 A PORTION OF LOT 767 OF TRACT NO. 8246, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58, PAGE 11 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:  
 A 12.00 FEET WIDE ACCESS, MEASURING 6.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 767, THENCE NORTH 89°41'37" WEST ALONG THE NORTHERLY LINE OF SAID LOT 767, A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE SOUTH 0°18'07" WEST, A DISTANCE OF 50.00 FEET TO THE TERMINUS OF SAID ACCESS EASEMENT;  
 SIDELINES OF SAID ACCESS TO TERMINUS OR SHORTEN AT ALL LEASE AREAS, EXTENSIONS, PROPERTY LINES AND RIGHT-OF-WAYS.

**PROPOSED 12' WIDE ACCESS EASEMENT DESCRIPTION**  
 A PORTION OF LOT 767 OF TRACT NO. 8246, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58, PAGE 11 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 767, THENCE NORTH 89°41'37" WEST ALONG THE NORTHERLY LINE OF SAID LOT 767, A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE SOUTH 0°18'07" WEST, A DISTANCE OF 50.00 FEET TO THE TERMINUS OF SAID ACCESS EASEMENT;  
 SIDELINES OF SAID ACCESS TO TERMINUS OR SHORTEN AT ALL LEASE AREAS, EXTENSIONS, PROPERTY LINES AND RIGHT-OF-WAYS.

**PROPOSED 12' WIDE ACCESS EASEMENT DESCRIPTION**  
 A PORTION OF LOT 767 OF TRACT NO. 8246, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58, PAGE 11 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 767, THENCE NORTH 89°41'37" WEST ALONG THE NORTHERLY LINE OF SAID LOT 767, A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE SOUTH 0°18'07" WEST, A DISTANCE OF 50.00 FEET TO THE TERMINUS OF SAID ACCESS EASEMENT;  
 SIDELINES OF SAID ACCESS TO TERMINUS OR SHORTEN AT ALL LEASE AREAS, EXTENSIONS, PROPERTY LINES AND RIGHT-OF-WAYS.

**PROPOSED 12' WIDE ACCESS EASEMENT DESCRIPTION**  
 A PORTION OF LOT 767 OF TRACT NO. 8246, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58, PAGE 11 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 767, THENCE NORTH 89°41'37" WEST ALONG THE NORTHERLY LINE OF SAID LOT 767, A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE SOUTH 0°18'07" WEST, A DISTANCE OF 50.00 FEET TO THE TERMINUS OF SAID ACCESS EASEMENT;  
 SIDELINES OF SAID ACCESS TO TERMINUS OR SHORTEN AT ALL LEASE AREAS, EXTENSIONS, PROPERTY LINES AND RIGHT-OF-WAYS.

**PROPOSED 12' WIDE ACCESS EASEMENT DESCRIPTION**  
 A PORTION OF LOT 767 OF TRACT NO. 8246, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58, PAGE 11 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 767, THENCE NORTH 89°41'37" WEST ALONG THE NORTHERLY LINE OF SAID LOT 767, A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE SOUTH 0°18'07" WEST, A DISTANCE OF 50.00 FEET TO THE TERMINUS OF SAID ACCESS EASEMENT;  
 SIDELINES OF SAID ACCESS TO TERMINUS OR SHORTEN AT ALL LEASE AREAS, EXTENSIONS, PROPERTY LINES AND RIGHT-OF-WAYS.

**PROPOSED 12' WIDE ACCESS EASEMENT DESCRIPTION**  
 A PORTION OF LOT 767 OF TRACT NO. 8246, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58, PAGE 11 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 767, THENCE NORTH 89°41'37" WEST ALONG THE NORTHERLY LINE OF SAID LOT 767, A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE SOUTH 0°18'07" WEST, A DISTANCE OF 50.00 FEET TO THE TERMINUS OF SAID ACCESS EASEMENT;  
 SIDELINES OF SAID ACCESS TO TERMINUS OR SHORTEN AT ALL LEASE AREAS, EXTENSIONS, PROPERTY LINES AND RIGHT-OF-WAYS.

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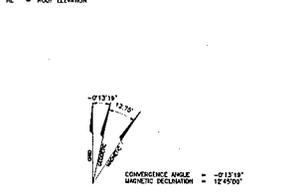
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**BASIS OF BEARINGS**  
 THE BEARINGS ARE BASED UPON CALIFORNIA COORDINATE SYSTEM ZONE 5, NAD 83  
**BENCHMARK:**  
 TRIMBLE 580 GPS SYSTEM WAS USED TO OBTAIN ORIGIN COORDINATES. DATA PROCESSED THROUGH NATIONAL GEODETIC SURVEYS ONLINE POSITIONING USER SERVICE TO OBTAIN STATE PLANE COORDINATES AND LATITUDE AND LONGITUDE (NAD 83) ALONG WITH ELEVATIONS (NAVD 83)  
**NOTES:**  
 1. DATE OF SURVEY: 02/09/11  
 2. ACRES: PARCEL: 0.25 ACRES  
 3. ASSOCIATED PARCEL NUMBERS: 4331-033-000  
 4. PROPOSED LEASE AREA: 750' x 1233' = 899.2 SQUARE FEET  
 5. PROPERTY OWNERS: CITY OF BEVERLY HILLS

**FIRM CLASSIFICATION**  
 THE PROPERTY SHOWN HEREON FALLS WITHIN ZONE "4" AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 22070C0002E, EFFECTIVE DATE SEPTEMBER 26, 2004, AS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM.  
 ZONE "4" BEING CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN FOR SAID F.E.M.A. MAP NUMBER

**PROPOSED ANTENNA GEODETIC COORDINATES**  
 THE CENTER OF THE PROPOSED ANTENNAS AS SHOWN HEREON IS LOCATED AT THE FOLLOWING COORDINATES (NAD 83):  
 SECTION 4, A.S.1. SECTION 8  
 LATITUDE: N 34°23'34" 01" W 34°23'34" 01"  
 LONGITUDE: W 118°52'21" 37" W 118°52'21" 15"

THE LATITUDE AND LONGITUDE SHOWN HEREON WERE DERIVED FROM DATA COLLECTED USING A TRIMBLE 580 GPS REAL TIME POSITIONING RECEIVER AND PROCESSED THROUGH THE NATIONAL GEODETIC SURVEYS ONLINE POSITIONING USER SERVICE. ACCURACY FOR HORIZONTAL SURVEYS USING A TRIMBLE 580 GPS RECEIVER IS HORIZONTALLY ±10MM+1 PPM RMS  
**LEGEND**  
 HCL = NONE GRADE LEVEL  
 P = ASPHALT  
 FS = PAVED SURFACE  
 PE = POOF ELEVATION



**BOUNDARY & LEGAL DESCRIPTIONS**

SCALE: NONE

**LEASE AREA DETAIL**

SCALE: 1"=10'

**at&t**  
 12900 PARK PLAZA DRIVE  
 CERRITOS, CA 90703

**BLACK & VEATCH**  
 12750 CENTER COURT DRIVE  
 SUITE #600  
 CERRITOS, CA 90703

**omni**  
 897 Park Farm Road, Suite 140  
 San Jose, California 95041  
 Phone: (408) 544-9700  
 www.omni-engineering.com  
 omni\_crm@omnieng.com

PROJECT NO: 1015 879  
 DRAWN BY: DKN  
 CHECKED BY: M. DUBREK

NO.	DATE	DESCRIPTION
1	10/16/11	FOR CELL DET. REV.
2	10/16/11	FOR CELL DET. REV. (RT REV.)
3	10/16/11	FOR CELL DET. REV. (RT REV.)
4	10/16/11	FOR CELL DET. REV. (RT REV.)
5	10/16/11	FOR CELL DET. REV. (RT REV.)
6	10/16/11	FOR CELL DET. REV. (RT REV.)
7	10/16/11	FOR CELL DET. REV. (RT REV.)
8	10/16/11	FOR CELL DET. REV. (RT REV.)
9	10/16/11	FOR CELL DET. REV. (RT REV.)
10	10/16/11	FOR CELL DET. REV. (RT REV.)

**PROFESSIONAL LAND SURVEYOR**  
 DATED & ELECTROL  
 EXP. 12-31-12  
 NO. 15475  
 STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DOCUMENT UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THE PROJECT ARCHITECT OR ENGINEER OF RECORD.

EL0352-02  
 BEVERLY HILLS FIRE STA. #3  
 180 S. DOWNEY DRIVE  
 BEVERLY HILLS, CA 90211  
 ROOFTOP ANT./GRND. EQPT.

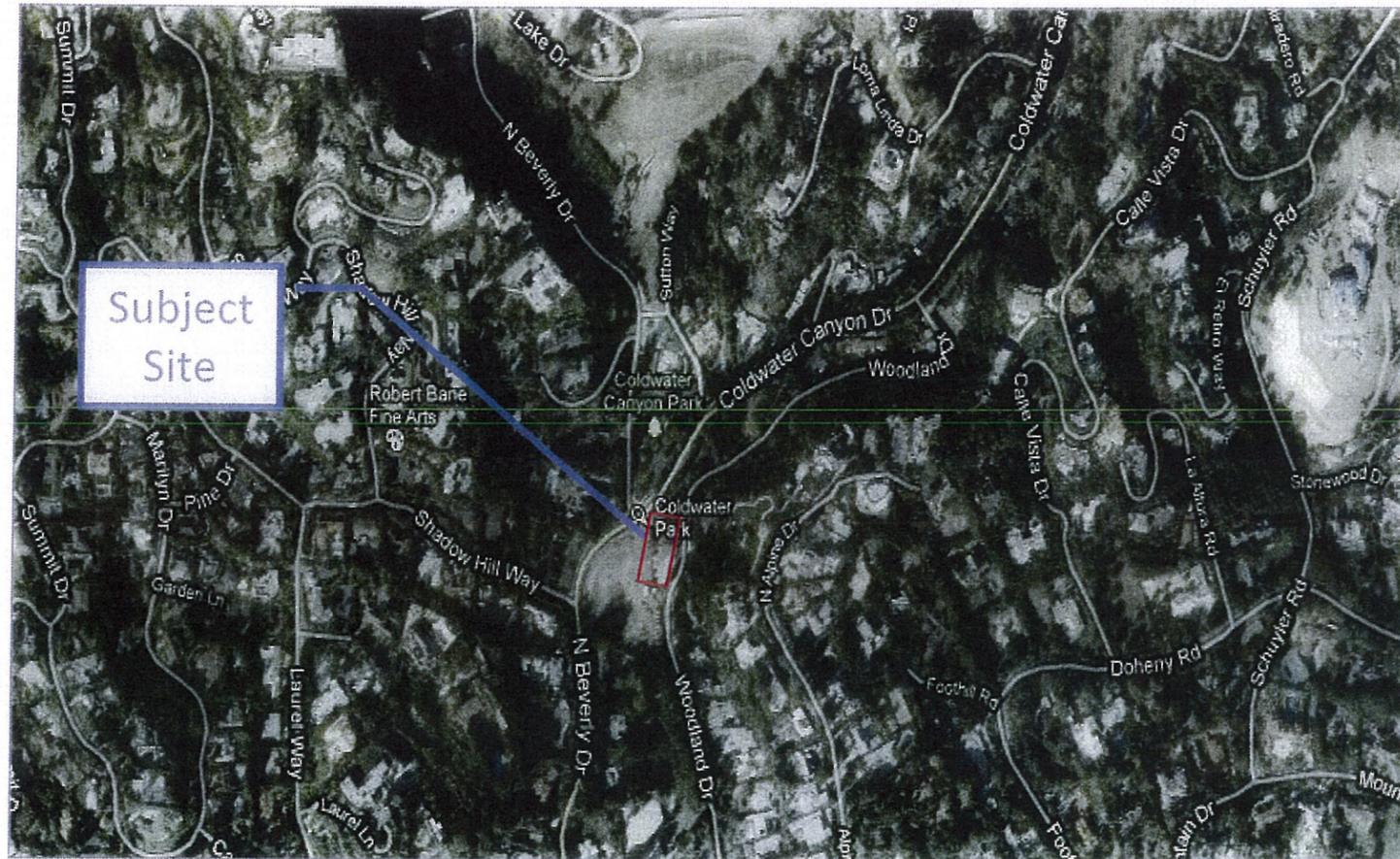
SHEET TITLE  
**LEASE AREA DETAIL  
 SITE & BOUNDARY PLAN**

SHEET NUMBER  
**C-1**

# PHOTO SIMULATION

## Proposed Wireless Communications Facility

Site Location Map



Images from Google Maps 2019

PROJECT NUMBER:	014774-01000001
PROJECT NAME:	PHOTO SIMULATION
SITE ADDRESS:	1100 COLDWATER CANYON BEVERLY HILLS, CA 90700
DATE:	06/11/2011
APPLICANT:	AT&T WIRELESS
CONTACT:	MINNY HARTSTEIN BLACK & VEATCH - MARKET MANAGER 15621 229-8610

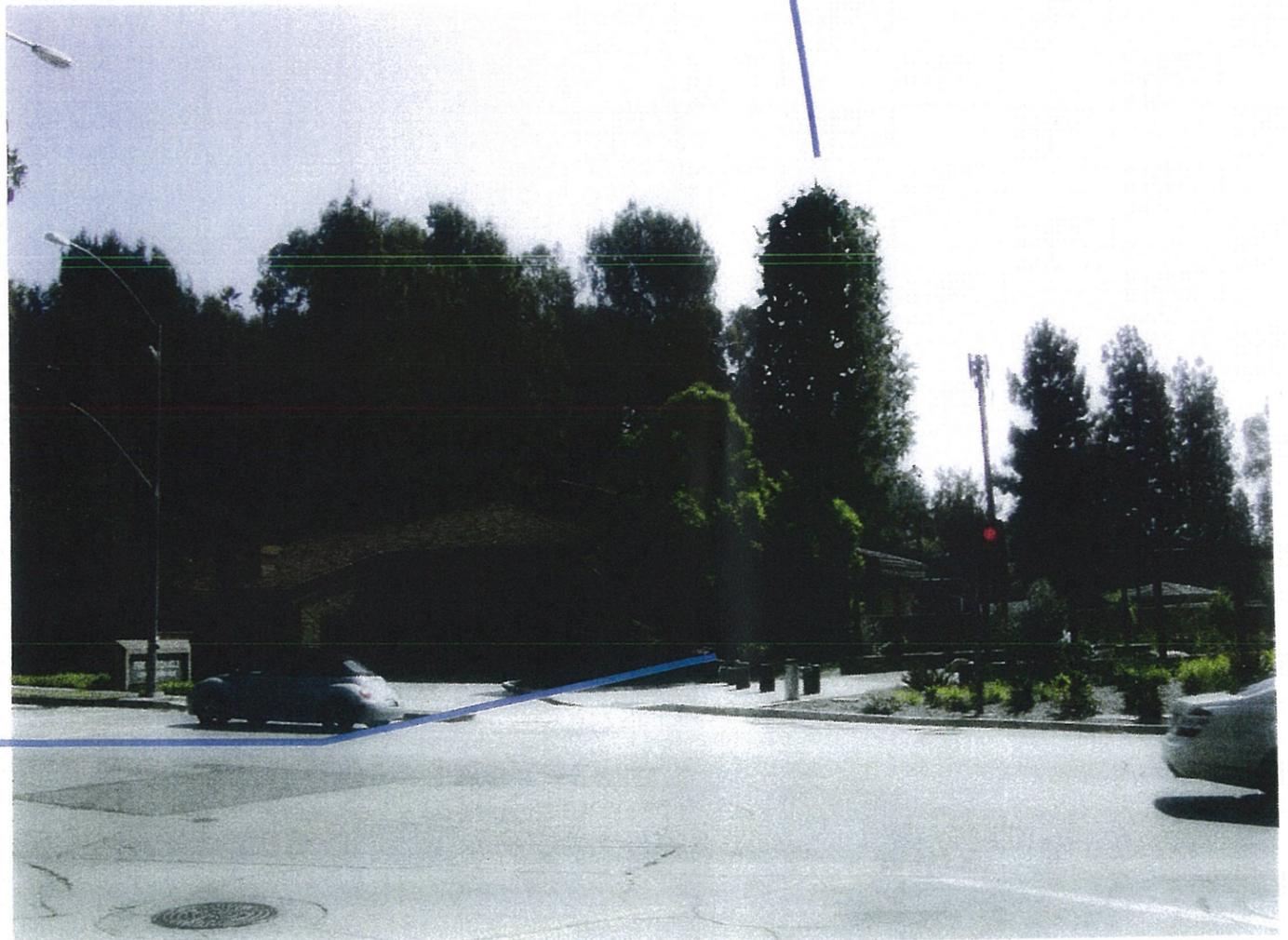


**EXISTING VIEW -- OPTION 1**

Existing Fire Station & adjacent landscaped area

Proposed 75'-0" Monopine with 8'-0" panel Antennas & a RAD Center of 65'-0" (Antennas to be covered with Pine Needle Socks to match)

**PHOTOSIM -- OPTION 1**



Proposed AT&T Equipment Enclosure (painted and textured to match existing CMU wall) (height to align with Existing Wall)

# PHOTO SIMULATION

## Proposed Wireless Communications Facility

Figure 10-10: Subject Site



Figure 10-10: Subject Site

OWNER	AT&T
PROJECT	WIRELESS COMMUNICATIONS FACILITY
LOCATION	1000 S. GARDEN, LOS ANGELES, CA 90024
DATE	12/15/2010
APPLICANT	AT&T WIRELESS
CONTACT	ANDREW WALKER, JR. 1000 S. GARDEN - LOS ANGELES, CALIFORNIA 310.229.8610

DATE: 02/04/11			
ARCHITECT: T. REAY			
DRAWN BY: R. ALVAREZ			
CHECKED BY: M. DOUBEK			
SURVEYOR: D. MARCHELL			
REVISIONS			
REV	DATE	DESCRIPTION	BY

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ARCHITECT:

**omni**  
DESIGN GROUP

*Architecture  
Civil Engineering  
Surveying  
Telecommunications*

499 Tank Farm Road, Suite 140  
San Luis Obispo, California 93401  
Phone: (805) 544-9700  
www.omnidesigngroup.com  
email: omni@odginfo.com

SEAL:

PROJECT MANAGER:

CONSTRUCTION MANAGER:

**Verland Contracting Inc.**  
A Black & Veatch Company

12750 CENTER COURT DRIVE  
SUITE 330  
CERRITOS, CA 90703

CONSULTANT:

SITE NUMBER:  
EL0465-01

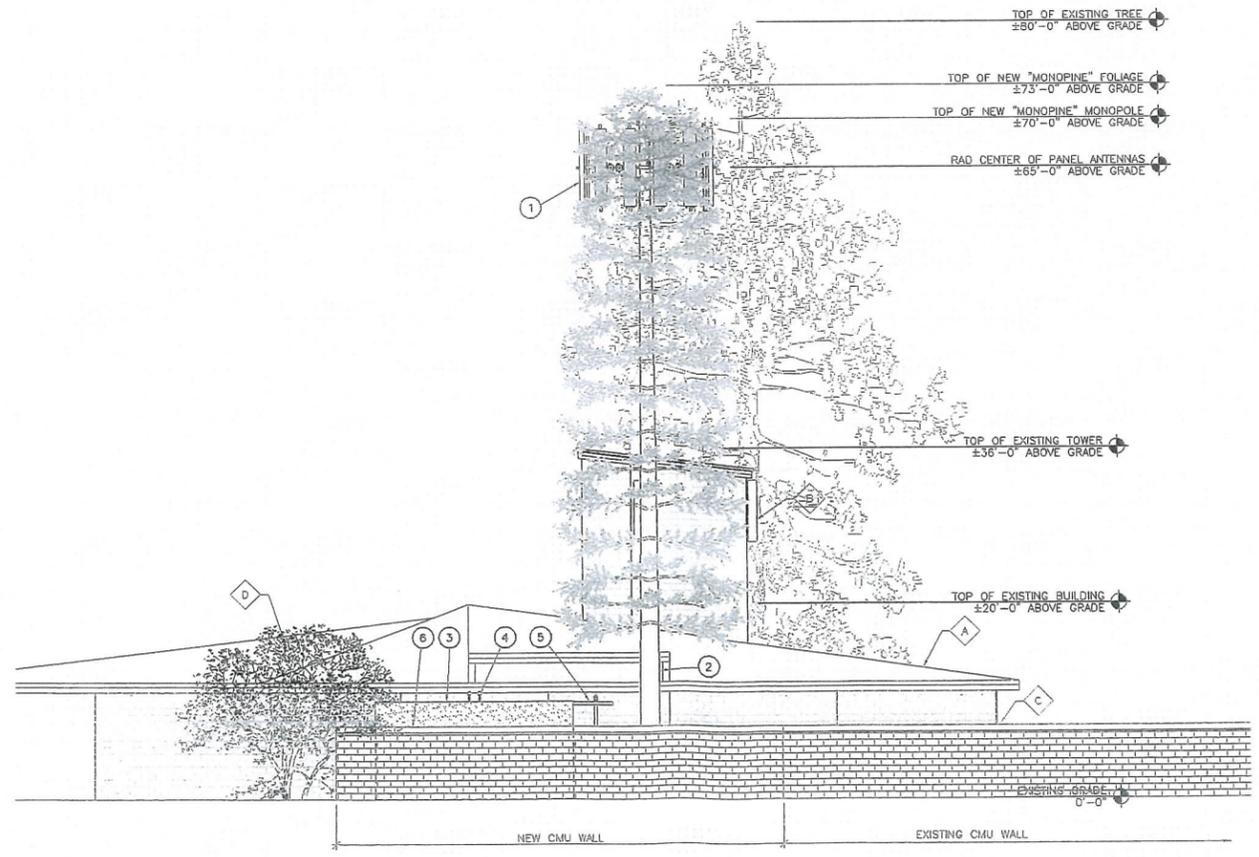
SITE TYPE:  
GROUND BUILT  
MONOPINE

LOCATION:  
BEVERLY HILLS FIRE STATION #2  
1100 COLDWATER CANYON  
BEVERLY HILLS, CA. 90210

APPL TYPE: 90% ZONING

TITLE:  
ELEVATION

SHEET NUMBER:  
**A-3**



- ⬢ EXISTING BUILDING
- ⬢ EXISTING T-MOBILE ANTENNAS
- ⬢ EXISTING 6'-6" CMU WALL
- ⬢ EXISTING TREE (TYP.)

12 EXISTING SITE FEATURES

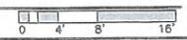
- 1 NEW AT&T PANEL ANTENNAS, [TYP. OF (12), (4) PER SECTOR]
- 2 NEW 70' TALL AT&T MONOPINE
- 3 NEW AT&T 10'-0"x20'-0" EQUIPMENT SHELTER MOUNTED TO NEW CONCRETE SLAB
- 4 NEW AT&T GPS ANTENNAS MOUNTED TO NEW EQUIPMENT SHELTER (TYP. OF 2)
- 5 NEW OVERHEAD COAXIAL CABLE BRIDGE
- 6 NEW 7'-6" CMU WALL

13 NEW SITE FEATURES

- NOTES:
- POINTS OF CONNECTION FOR AT&T COMMUNICATION ELECTRICAL AND TELCO SERVICE TO BE VERIFIED BY AT&T COMMUNICATION UTILITY COORDINATOR.
  - THE MONOPINE AND MONOPINE POLE FOOTING ENGINEERING WAS PREPARED BY OTHERS. OMNI DESIGN GROUP NOT RESPONSIBLE FOR THIS SCOPE OF WORK.
  - CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
  - ANTENNA MOUNTING HARDWARE BY POLE MANUFACTURER, OMNI DESIGN GROUP ASSUMES NO RESPONSIBILITY FOR THIS SCOPE OF WORK.
  - RF INFORMATION SIGNS #3 AND #4 AT ALL ANTENNAS, REFER TO A-B SHEET.

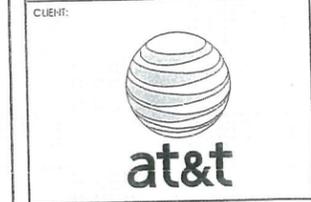
14 GENERAL NOTES

44 SOUTH ELEVATION  
SCALE: 1/8"=1'-0"



DATE: 02/04/11			
ARCHITECT: T. REAY			
DRAWN BY: R. ALVAREZ			
CHECKED BY: M. DOUBEK			
SURVEYOR: D. MARCHELL			
REVISIONS			
REV	DATE	DESCRIPTION	BY
△			
△			
△			

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 www.omnidesigngroup.com  
 email: omni@odgso.com

SEAL:

PROJECT MANAGER:

CONSTRUCTION MANAGER:

**Verland Contracting Inc.**  
 A Black & Veatch Company

12750 CENTER COURT DRIVE  
 SUITE 330  
 CERRITOS, CA 90703

CONSULTANT:

SITE NUMBER:  
 EL0465-01

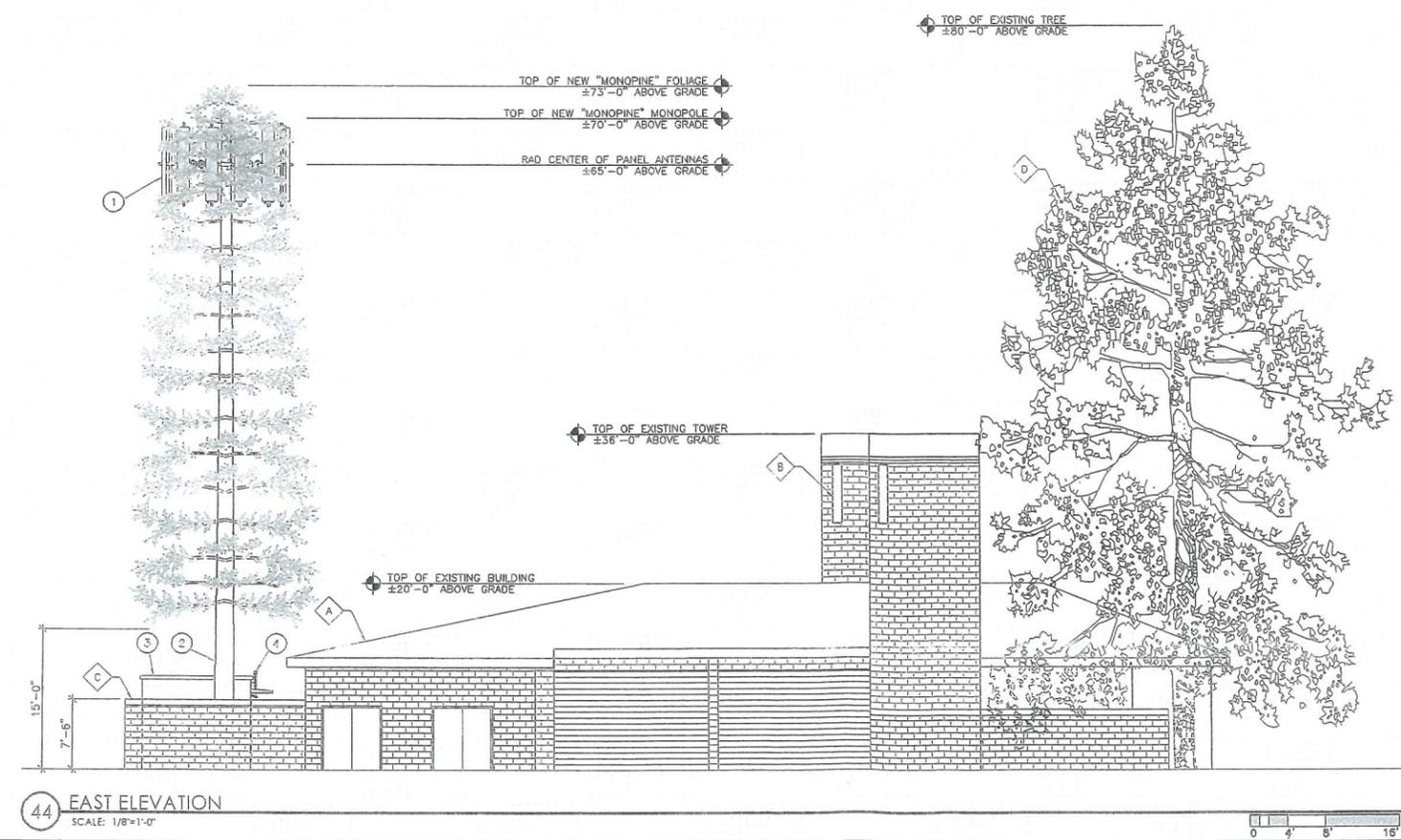
SITE TYPE:  
 GROUND BUILT  
 MONOPINE

LOCATION:  
 BEVERLY HILLS FIRE STATION #2  
 1100 COLDWATER CANYON  
 BEVERLY HILLS, CA. 90210

APPL. TYPE: 90% ZONING

TITLE:  
 ELEVATION

SHEET NUMBER:  
**A-4**



44 EAST ELEVATION  
 SCALE: 1/8"=1'-0"

- ◇ A EXISTING BUILDING
- ◇ B EXISTING T-MOBILE ANTENNAS
- ◇ C EXISTING 6'-6" CMU WALL
- ◇ D EXISTING TREE (TYP.)

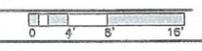
12 EXISTING SITE FEATURES

- ① NEW AT&T PANEL ANTENNAS, [TYP. OF (12), (4) PER SECTOR]
- ② NEW 70' TALL AT&T MONOPINE
- ③ NEW AT&T 10'-0"x20'-0" EQUIPMENT SHELTER MOUNTED TO NEW CONCRETE SLAB
- ④ NEW AT&T GPS ANTENNAS MOUNTED TO NEW EQUIPMENT SHELTER (TYP. OF 2)

13 NEW SITE FEATURES

- NOTES:
1. POINTS OF CONNECTION FOR AT&T COMMUNICATION ELECTRICAL AND TELCO SERVICE TO BE VERIFIED BY AT&T COMMUNICATION UTILITY COORDINATOR.
  2. THE MONOPINE AND MONOPINE POLE FOOTING ENGINEERING WAS PREPARED BY OTHERS. OMNI DESIGN GROUP NOT RESPONSIBLE FOR THIS SCOPE OF WORK.
  3. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
  4. ANTENNA MOUNTING HARDWARE BY POLE MANUFACTURER. OMNI DESIGN GROUP ASSUMES NO RESPONSIBILITY FOR THIS SCOPE OF WORK.
  5. RF INFORMATION SIGNS #3 AND #4 AT ALL ANTENNAS. REFER TO A-6 SHEET.

14 GENERAL NOTES







Existing Fire Station

(8) Proposed 6'-0" AT&T Antennas located within Proposed 8'-0" RF Transparent Screen Wall (Paint and Texture to match Existing Hose Tower) (Sector A and Sector C only)



EXISTING VIEW - ANTENNA OPTION

(4) Proposed 6'-0" AT&T Antennas per sector mounted on Proposed Antenna Frame (Sector B only)



Existing Fire Station

Proposed AT&T Equipment Enclosure to match Existing Building Finish

**EXISTING VIEW – ENCLOSURE OPTION 1**

(8) Proposed 6'-0" AT&T Antennas located within Proposed 8'-0" RF Transparent Screen Wall (Paint and Texture to match Existing Hose Tower) (Sector A and Sector C only)

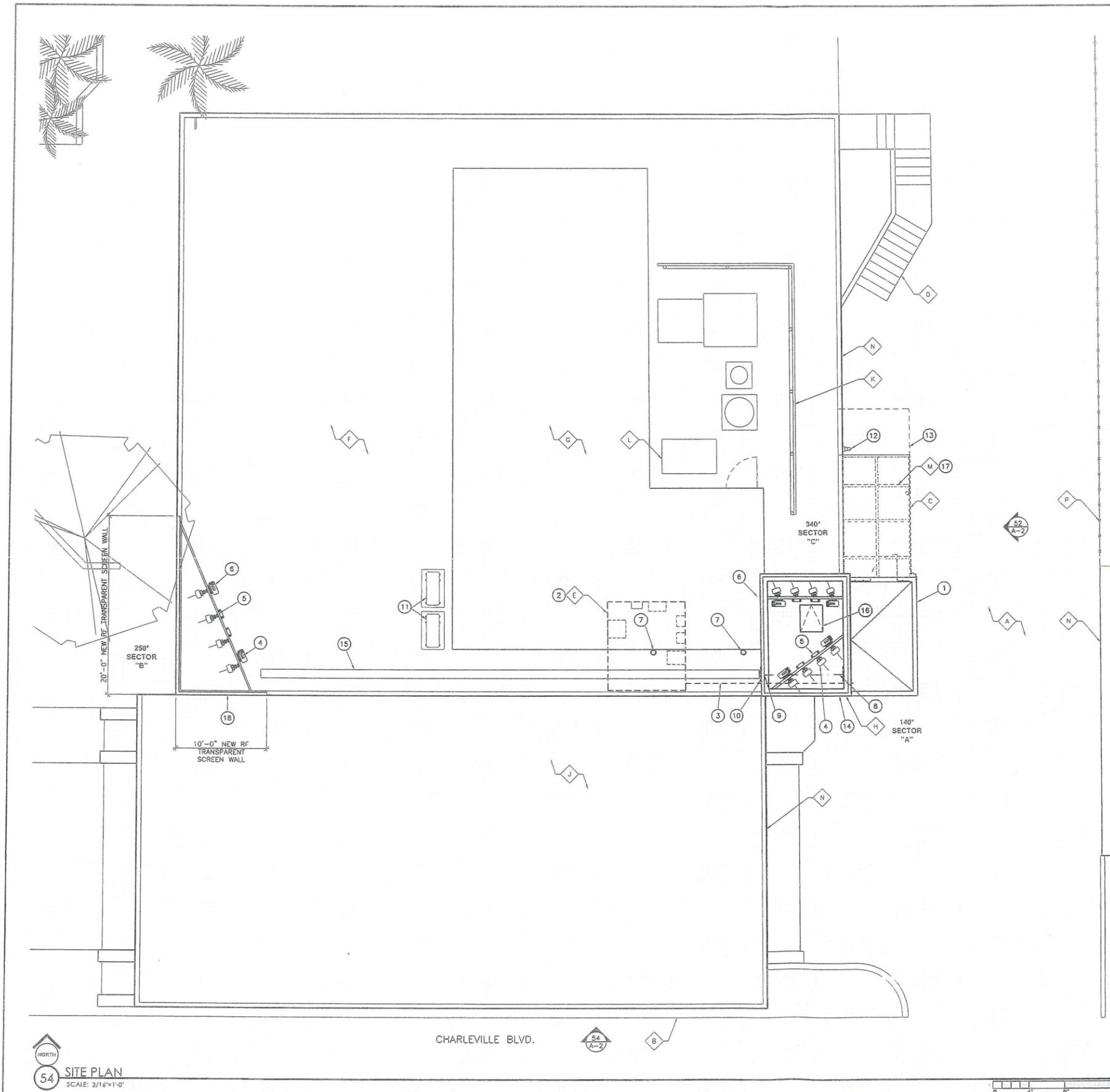
Existing Enclosed Area to be removed and replaced with Proposed Sheet Metal siding to match Existing.

**PHOTOSIM – ENCLOSURE OPTION 1**









- ◊ A EXISTING CONCRETE
- ◊ B EXISTING CURB
- ◊ C EXISTING OUTDOOR ENCLOSURE
- ◊ D EXISTING STAIRS
- ◊ E EXISTING BUILDING POWER/TELCO ROOM.
- ◊ F EXISTING UPPER ROOF
- ◊ G EXISTING PENTHOUSE ROOF
- ◊ H EXISTING HOSE TOWER
- ◊ J EXISTING LOWER ROOF
- ◊ K EXISTING SCREEN WALL WITH METAL SIDING
- ◊ L EXISTING AC UNITS (TYP.)
- ◊ M REMOVE AND REPLACE EXISTING CHAIN LINK COVER AS REQUIRED
- ◊ N EXISTING BUILDING
- ◊ P EXISTING WOOD FENCE

11 EXISTING SITE FEATURES

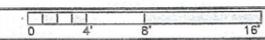
- 1 NEW 7'-5" X 13'-9" X 19'-8" TALL EQUIPMENT ENCLOSURE WITHIN A NEW 146 SQ. FT. AT&T LEASE AREA, REFER TO C-1 SHEET.
- 2 EXISTING BUILDING ELECTRICAL AND TELCO ROOM, P.O.C. FOR NEW AT&T ELECTRICAL AND TELCO SERVICE.
- 3 NEW AT&T ELECTRICAL AND TELCO SERVICE ROUTED IN SURFACE MOUNTED CONDUIT, FROM P.O.C. TO TELCO BACKERBOARD WITHIN NEW AT&T EQUIPMENT ENCLOSURE (±65')
- 4 NEW AT&T ANTENNAS [TYP. OF (12), (4) PER SECTOR], MOUNTED BEHIND NEW RF TRANSPARENT SCREEN WALL, PAINT AND TEXTURED TO MATCH EXISTING BUILDING, REFER TO A-2
- 5 NEW DIPLEXERS, [TYPICAL OF (12) (2 EA.) PER PANEL ANTENNA], MOUNTED ON ANTENNA FRAME
- 6 NEW RRU'S, [TYPICAL OF (12) (2 EA.) PER LTE ANTENNA], MOUNTED ON ANTENNA FRAME
- 7 NEW GPS ANTENNAS MOUNTED TO FACE OF EXISTING PENTHOUSE WALL (TYP. OF 2)
- 8 NEW COAXIAL CABLES ROUTED ALONG INSIDE OF EXISTING TOWER (BELOW)
- 9 NEW COAXIAL CABLES ROUTED THROUGH EXISTING WALL INTO HOSE TOWER AND OUT THROUGH EXTERIOR WALL OF HOSE TOWER TO ROOF (BELOW)
- 10 NEW COAXIAL CABLE PORT.
- 11 NEW ROOF MOUNTED CONDENSER UNITS (TYP. OF 2)
- 12 NEW EMERGENCY GENERATOR RECEPTACLE.
- 13 TEMPORARY EMERGENCY GENERATOR SPACE.
- 14 NEW RF TRANSPARENT SCREEN WALL, PAINT AND TEXTURE TO MATCH EXISTING HOSE TOWER.
- 15 NEW AT&T COAXIAL CABLES ROUTED ACROSS EXISTING ROOF IN CONDUIT OR CABLE TRAY ON 4x4 SLEEPERS ON RUBBER PADS.
- 16 NEW ROOF ACCESS HATCH AT HOSE TOWER ROOF, EXACT LOCATION TO BE COORDINATED WITH BEVERLY HILLS FIRE DEPT.
- 17 NEW CHAIN LINK COVER, HINGE AT BUILDING AND PROVIDE LATCH MECHANISM.
- 18 NEW RF TRANSPARENT SCREEN WALL, PAINT AND TEXTURE TO MATCH EXISTING BUILDING

13 NEW SITE FEATURES

- NOTES:**
1. POINTS OF CONNECTION FOR AT&T COMMUNICATION ELECTRICAL AND TELCO SERVICE TO BE VERIFIED BY AT&T COMMUNICATION UTILITY COORDINATOR.
  2. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
  3. RF INFORMATION SIGNS #3 AND #4 AT ALL ANTENNAS, REFER TO A-5 SHEET.

14 GENERAL NOTES

54 SITE PLAN  
SCALE: 3/16"=1'-0"



DATE: 05/03/11

ARCHITECT: T. REAY

DRAWN BY: MPC

CHECKED BY: M. DOUBEK

SURVEYOR: D. MARCHELL

REVISIONS		
REV	DATE	DESCRIPTION

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ARCHITECT:

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San Luis Obispo, California 93401  
Phone: (805) 544-7700  
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email: omni@odglo.com

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A Black & Veatch Company  
12750 CENTER COURT DRIVE  
SUITE 330  
CERRITOS, CA 90703

CONSULTANT:

SITE NUMBER:  
EL0352-01

SITE TYPE:  
ROOFTOP ANTENNAS  
GROUND EQUIPMENT

LOCATION:  
BEVERLY HILLS FIRE STATION #3  
180 S. DOHENY DRIVE  
BEVERLY HILLS, CA 90211

APPL. TYPE: LAND USE APPLICATION

TITLE:  
SITE PLAN

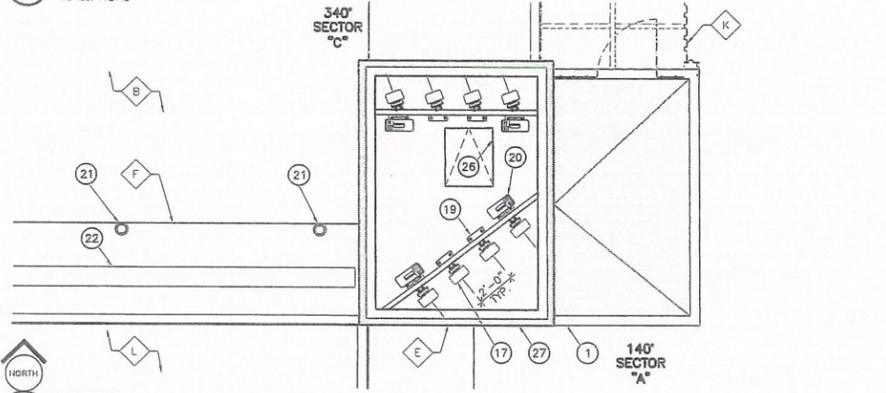
SHEET NUMBER:  
A-1

NEW ANTENNA, COAXIAL, AND FIBER CABLES REQUIREMENT (FIELD VERIFY LENGTHS)									
SECTOR	ANTENNA TYPE	ANTENNA SIZE	ANTENNA AZIMUTH	TILT ELEC.	MECH.	CENTERLINE ELEVATION	CABLE		
							QTY.	LENGTH	TYPE
ALPHA SECTOR	A1	NEW ANTENNA (LTE)	6'-0"	140°	-	46'-6"	1	50'	FIBER
	A2	EXISTING ANTENNA (GSM)	6'-0"	140°	-	46'-6"	1	50'	7/8" COAX
	A3	EXISTING ANTENNA (UMTS)	6'-0"	140°	-	46'-6"	1	50'	7/8" COAX
BETA SECTOR	B1	NEW ANTENNA (LTE)	6'-0"	250°	-	31'-5"	1	85'	FIBER
	B2	EXISTING ANTENNA (GSM)	6'-0"	250°	-	31'-5"	1	85'	7/8" COAX
	B3	EXISTING ANTENNA (UMTS)	6'-0"	250°	-	31'-5"	1	85'	7/8" COAX
GAMMA SECTOR	B4	NEW ANTENNA (LTE)	6'-0"	250°	-	31'-5"	1	85'	FIBER
	C1	NEW ANTENNA (LTE)	6'-0"	340°	-	46'-6"	1	60'	FIBER
	C2	EXISTING ANTENNA (GSM)	6'-0"	340°	-	46'-6"	1	60'	7/8" COAX
	C3	EXISTING ANTENNA (UMTS)	6'-0"	340°	-	46'-6"	1	60'	7/8" COAX
	C3	NEW ANTENNA (LTE)	6'-0"	340°	-	46'-6"	1	60'	FIBER
	C3	NEW ANTENNA (LTE)	6'-0"	340°	-	46'-6"	1	60'	FIBER

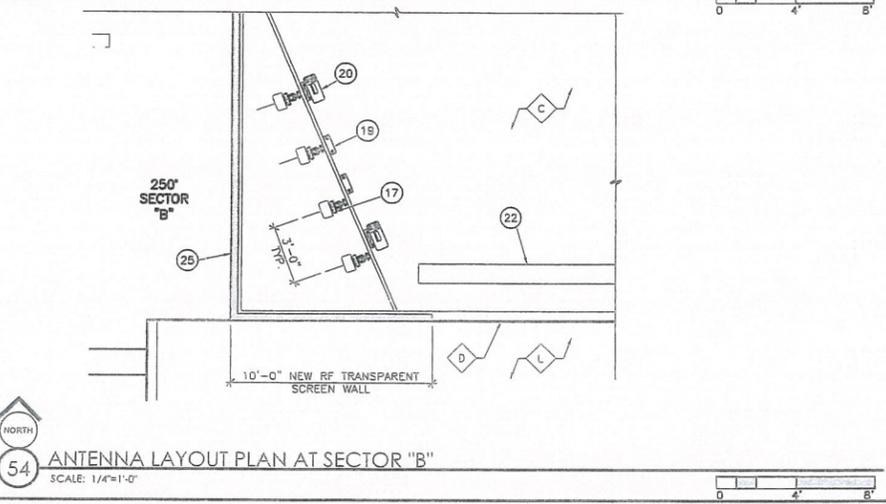
REMOTE RADIO UNITS (RRU'S)							
ANTENNA POSITION	RRU TYPE	MINIMUM CLEARANCES			DC CABLES		
		ABOVE	BELOW	SIDES	QTY.	LENGTH	AWG
ALPHA SECTOR A1	ERICSSON RRU-11	16"	8"	0"	2	45'-0"	8
BETA SECTOR B1	ERICSSON RRU-11	16"	8"	0"	2	80'-0"	8
GAMMA SECTOR C1	ERICSSON RRU-11	16"	8"	0"	2	55'-0"	8

- NOTES:**
- ALL AZIMUTHS REFERENCE TRUE NORTH. ALL ELEVATIONS REFERENCE ADJACENT GRADE.
  - AZIMUTH SHOWN IS PRELIMINARY. CONTRACTOR SHALL INSTALL ANTENNAS TO CONFORM TO THE SITE BUILD FORM PROVIDED BY AT&T WIRELESS.
  - CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER SHOULD ANY VARIATION IN AZIMUTH, BETWEEN THAT INDICATED HEREIN AND THAT SPECIFIED ON THE SITE BUILD FORM, CREATE POSSIBLE IMPACT OR DEGRADATION OF SITE PERFORMANCE.
  - VERIFY ANTENNA MAKE AND MODEL NUMBER WITH THE RF ENGINEER PRIOR TO THE START OF CONSTRUCTION.

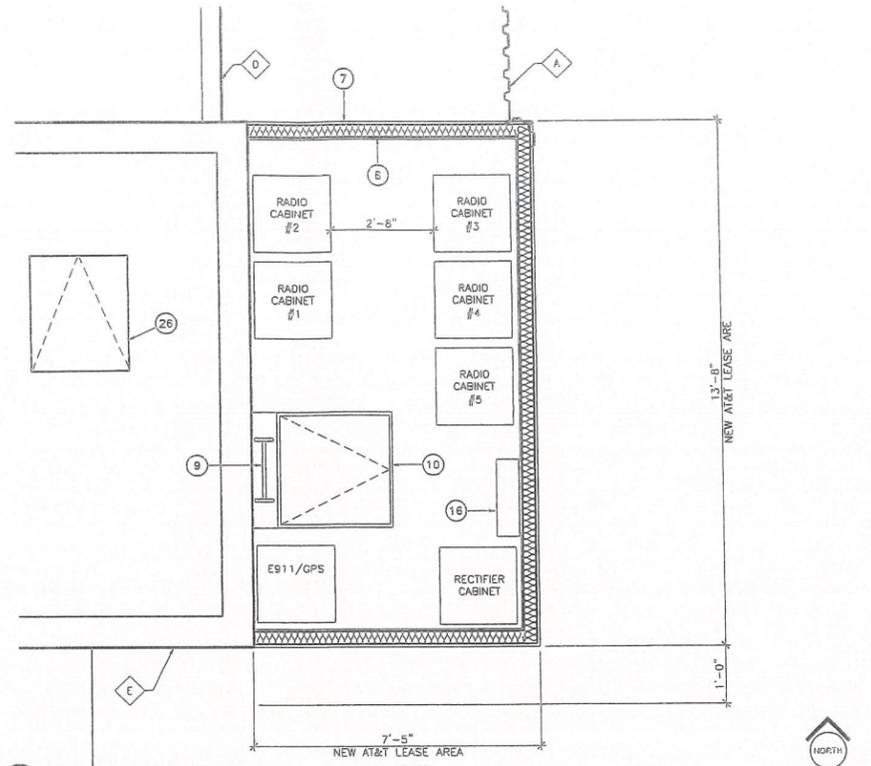
52 RF DATA TABLE  
SCALE: NONE



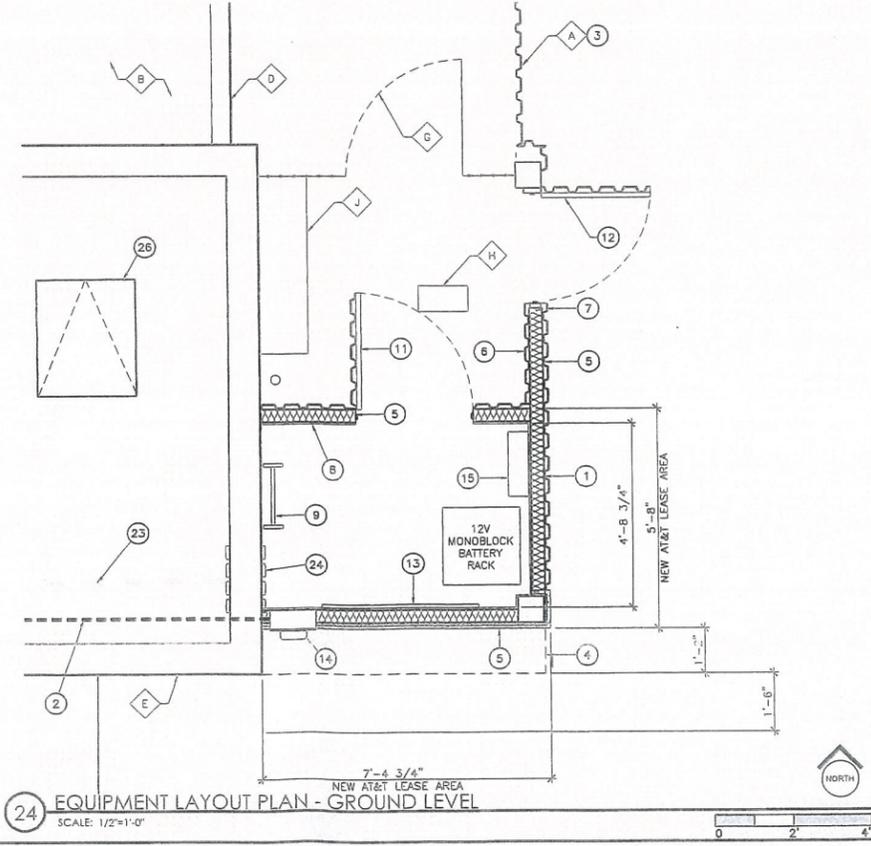
53 ANTENNA PLAN AT SECTOR "A" & "C"  
SCALE: 1/4"=1'-0"



54 ANTENNA LAYOUT PLAN AT SECTOR "B"  
SCALE: 1/4"=1'-0"



22 EQUIPMENT LAYOUT PLAN - UPPER LEVEL  
SCALE: 1/2"=1'-0"



24 EQUIPMENT LAYOUT PLAN - GROUND LEVEL  
SCALE: 1/2"=1'-0"

- EXISTING SITE FEATURES**
- ⓐ EXISTING OUTDOOR ENCLOSURE
  - ⓑ EXISTING PENTHOUSE ROOF
  - ⓒ EXISTING UPPER ROOF
  - ⓓ EXISTING BUILDING
  - ⓔ EXISTING HOSE TOWER
  - ⓕ EXISTING PENTHOUSE
  - ⓖ EXISTING CHAIN LINK GATE
  - ⓗ EXISTING CLEANOUT COVER
  - ⓓ EXISTING WATER VALVES
  - ⓙ EXISTING OUTDOOR ENCLOSURE
  - ⓚ EXISTING LOWER ROOF

- NEW SITE FEATURES**
- NEW 7'-5" X 13'-9" X 19'-8" TALL EQUIPMENT ENCLOSURE WITHIN A NEW 146 SQ. FT. AT&T LEASE AREA, REFER TO C-1 SHEET.
  - NEW AT&T ELECTRICAL AND TELCO SERVICE ROUTED IN SURFACE MOUNTED CONDUIT, FROM P.O.C. TO TELCO BACKERBOARD WITHIN NEW AT&T EQUIPMENT ENCLOSURE (±65'), REFER TO 54/A-1
  - EXISTING EQUIPMENT ENCLOSURE TO BE REMOVED AND REPLACED WITH NEW SHEET METAL SIDING TO MATCH EXISTING.
  - LIMIT OF EQUIPMENT ENCLOSURE ABOVE.
  - NEW BRICK VENEER TO MATCH EXISTING SIDING.
  - NEW SHEET METAL FINISH TO MATCH EXISTING ENCLOSURE.
  - NEW STUCCO FINISH TO MATCH EXISTING BUILDING FINISH.
  - 5/8" TYPE 'X' GYPSUM BOARD.
  - NEW ACCESS LADDER.
  - NEW 3'-0" X 3'-0" ACCESS HATCH.
  - NEW 3'-0" ACCESS DOOR TO MATCH EXISTING SHEET METAL FINISH.
  - EXISTING ACCESS DOOR TO BE REMOVED AND REPLACED.
  - NEW TELCO BACKER BOARD.
  - NEW ELECTRICAL METER.
  - NEW DISTRIBUTION PANEL WITH DISCONNECT SWITCH.
  - NEW DISTRIBUTION PANEL.
  - NEW AT&T ANTENNAS (TYP. OF 4) MOUNTED BEHIND NEW RF TRANSPARENT SCREEN WALL
  - N/A
  - NEW DIPLEXERS, [TYPICAL OF (12) (2 EA.) PER PANEL ANTENNA], MOUNTED BEHIND PANEL ANTENNAS
  - NEW RRU'S, [TYPICAL OF (12) (2 EA.) PER LTE ANTENNA], MOUNTED BEHIND PANEL ANTENNAS
  - NEW GPS ANTENNAS MOUNTED TO FACE OF EXISTING PENTHOUSE WALL (TYP. OF 2)
  - NEW AT&T COAXIAL CABLES ROUTED ACROSS EXISTING ROOF IN CONDUIT OR CABLE TRAY ON 4x4 SLEEPERS ON RUBBER PADS
  - NEW COAXIAL CABLES ROUTED THROUGH EXISTING WALL, INTO HOSE TOWER AND OUT THROUGH EXTERIOR WALL OF HOSE TOWER TO ROOF (BELOW)
  - NEW COAXIAL CABLE PORT.
  - NEW SCREEN RF TRANSPARENT SCREEN WALL, PAINT AND TEXTURE TO MATCH EXISTING BUILDING
  - NEW ROOF ACCESS HATCH AT HOSE TOWER ROOF, EXACT LOCATION TO BE COORDINATED WITH BEVERLY HILLS FIRE DEPT.
  - NEW SCREEN RF TRANSPARENT SCREEN WALL, PAINT AND TEXTURE TO MATCH EXISTING HOSE TOWER

- GENERAL NOTES**
- NOTES:**
- POINTS OF CONNECTION FOR AT&T COMMUNICATION ELECTRICAL AND TELCO SERVICE TO BE VERIFIED BY AT&T COMMUNICATION UTILITY COORDINATOR.
  - CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
  - RF INFORMATION SIGNS #3 AND #4 AT ALL ANTENNAS, REFER TO A-5 SHEET.

14 GENERAL NOTES

DATE:	05/03/11	
ARCHITECT:	T. REAY	
DRAWN BY:	MPC	
CHECKED BY:	M. DOUBEK	
SURVEYOR:	D. MARCHELL	
REVISIONS		
REV	DATE	DESCRIPTION

**PROPRIETARY INFORMATION**  
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT LISTED IS STRICTLY PROHIBITED.



ARCHITECT:  
**omni DESIGN GROUP**  
Architecture  
Civil Engineering  
Surveying  
Telecommunications  
699 Tank Farm Road, Suite 140  
San Luis Obispo, California 93401  
Phone: (805) 544-7700  
www.omnidesigngroup.com  
email: omni@odginfo.com

PROJECT MANAGER:  
**Verland Contracting Inc.**  
A Black & Veatch Company  
12750 CENTER COURT DRIVE  
SUITE 330  
CERRITOS, CA 90703

CONSTRUCTION MANAGER:  
**Verland Contracting Inc.**  
A Black & Veatch Company  
12750 CENTER COURT DRIVE  
SUITE 330  
CERRITOS, CA 90703

CONSULTANT:  
**Verland Contracting Inc.**  
A Black & Veatch Company  
12750 CENTER COURT DRIVE  
SUITE 330  
CERRITOS, CA 90703

SITE NUMBER:  
EL0352-01

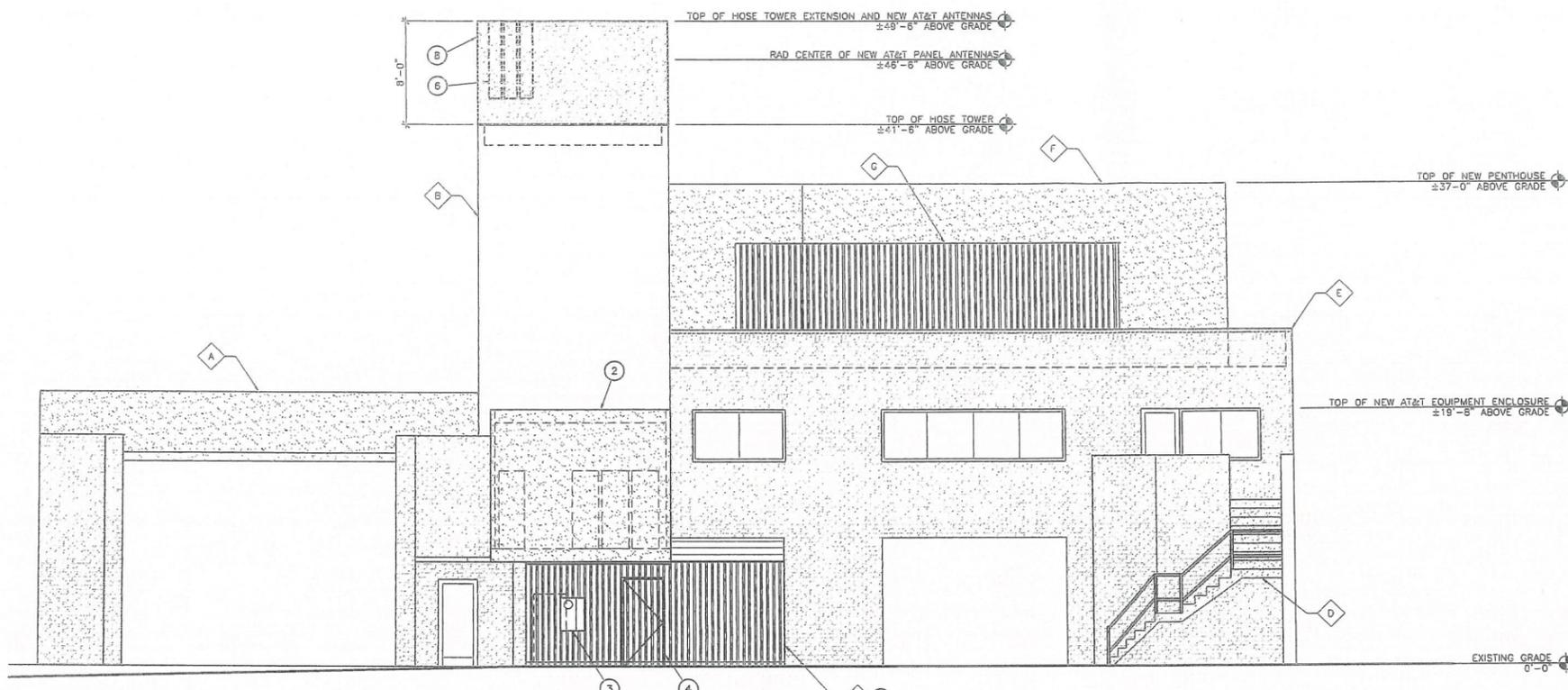
SITE TYPE:  
ROOFTOP ANTENNAS  
GROUND EQUIPMENT

LOCATION:  
BEVERLY HILLS FIRE STATION #3  
180 S. DOHENY DRIVE  
BEVERLY HILLS, CA 90211

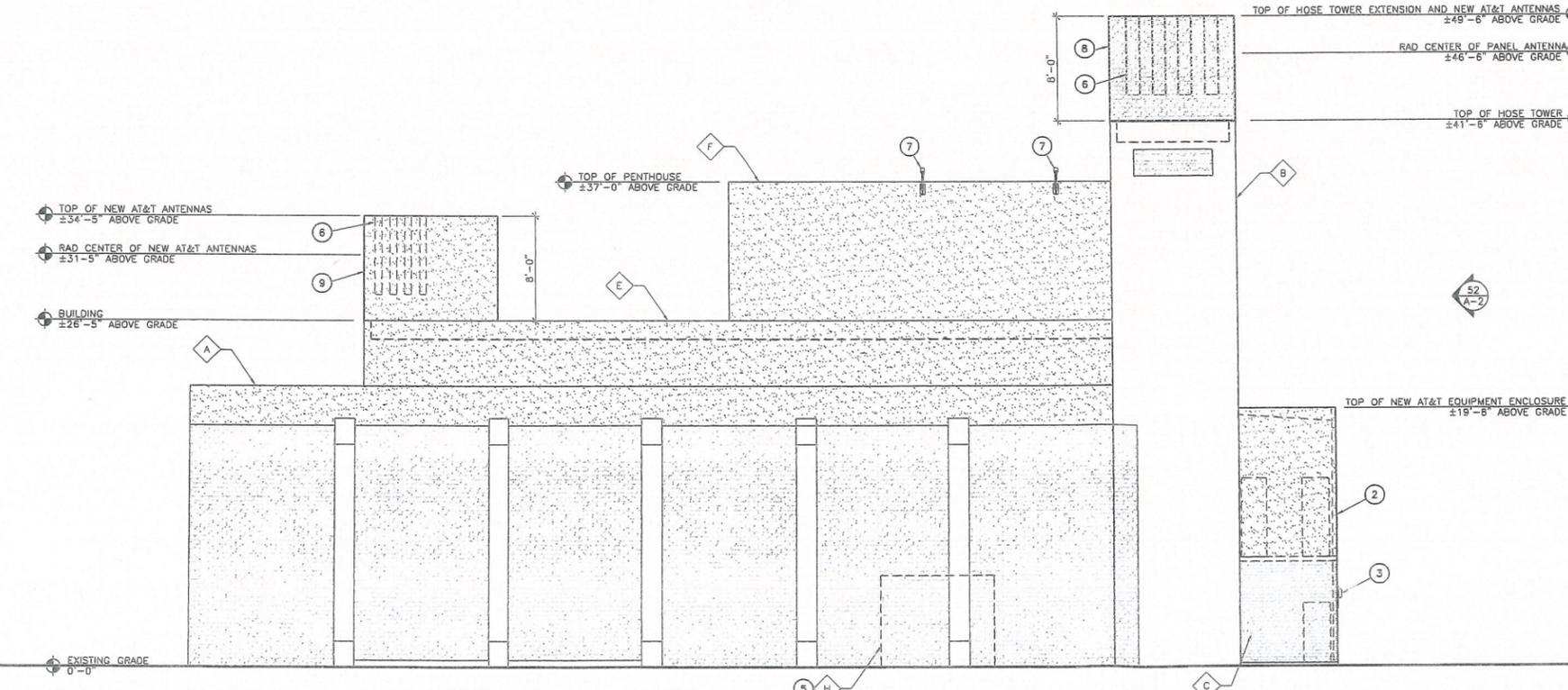
APPL. TYPE: LAND USE APPLICATION

TITLE:  
EQUIPMENT AND  
ANTENNA PLAN

SHEET NUMBER:  
**A-2**



52 EAST ELEVATION  
SCALE: 3/16"=1'-0"



54 SOUTH ELEVATION  
SCALE: 3/16"=1'-0"

- Ⓐ EXISTING BUILDING
- Ⓑ EXISTING HOSE TOWER
- Ⓒ EXISTING OUTDOOR ENCLOSURE
- Ⓓ EXISTING STAIRS
- Ⓔ EXISTING UPPER ROOF
- Ⓕ EXISTING PENTHOUSE
- Ⓖ EXISTING METAL SCREEN WALL
- Ⓗ EXISTING BUILDING POWER/TELCO ROOM

11 EXISTING SITE FEATURES

- 1 EXISTING ENCLOSED AREA TO BE REMOVED AND REPLACED WITH NEW SHEET METAL SIDING TO MATCH EXISTING.
- 2 NEW AT&T EQUIPMENT ENCLOSURE TO MATCH EXISTING BUILDING FINISH.
- 3 NEW ELECTRICAL METER.
- 4 EXISTING ACCESS DOOR TO BE REMOVED AND REPLACED.
- 5 EXISTING BUILDING ELECTRICAL AND TELCO ROOM, P.O.C. FOR NEW AT&T ELECTRICAL AND TELCO SERVICE.
- 6 NEW AT&T ANTENNAS (TYP. OF 4) PER SECTOR, MOUNTED BEHIND RF TRANSPARENT SCREEN WALL.
- 7 NEW GPS ANTENNAS MOUNTED TO FACE OF EXISTING PENTHOUSE WALL (TYP. OF 2).
- 8 NEW RF TRANSPARENT SCREEN WALL, PAINT AND TEXTURE TO MATCH EXISTING HOSE TOWER.
- 9 NEW RF TRANSPARENT SCREEN WALL, PAINT AND TEXTURE TO MATCH EXISTING BUILDING.
- 10 NEW RRU'S, [TYPICAL OF (12) (2 EA.) PER LTE ANTENNA], MOUNTED ON ANTENNA FRAME.
- 11 NEW DIPLEXERS, [TYPICAL OF (12) (2 EA.) PER PANEL ANTENNA], MOUNTED ON ANTENNA FRAME.

13 PROPOSED SITE FEATURES

- NOTES:
1. POINTS OF CONNECTION FOR AT&T COMMUNICATION ELECTRICAL AND TELCO SERVICE TO BE VERIFIED BY AT&T COMMUNICATION UTILITY COORDINATOR.
  2. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
  3. RF INFORMATION SIGNS #3 AND #4 AT ALL ANTENNAS. REFER TO A-5 SHEET.

14 GENERAL NOTES

DATE: 05/03/11

ARCHITECT: T. REAY

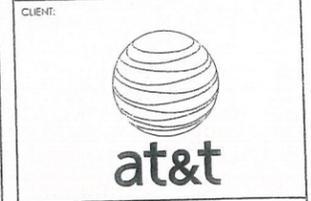
DRAWN BY: R. ALVAREZ

CHECKED BY: M. DOUBEK

SURVEYOR: D. MARCHELL

REVISIONS			
REV	DATE	DESCRIPTION	BY

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ARCHITECT:

**ODG**  
omni  
DESIGN GROUP

Architecture  
Civil Engineering  
Surveying  
Telecommunications

689 Tonk Farm Road, Suite 140  
San Luis Obispo, California 93401  
Phone: (805) 544-9700  
www.omnidesigngroup.com  
email: omni@odglo.com

SEAL:

PROJECT MANAGER:

CONSTRUCTION MANAGER:

**Verland Contracting Inc.**  
A Black & Veatch Company

12750 CENTER COURT DRIVE  
SUITE 330  
CERRITOS, CA 90703

CONSULTANT:

SITE NUMBER:  
EL0352-01

SITE TYPE:  
ROOFTOP ANTENNAS  
GROUND EQUIPMENT

LOCATION:  
BEVERLY HILLS FIRE STATION #3  
180 S. DOHENY DRIVE  
BEVERLY HILLS, CA 90211

APPL. TYPE: LAND USE APPLICATION

TITLE:  
ELEVATIONS

SHEET NUMBER:  
**A-3**

**EXHIBIT "D"**

**FORM OF MEMORANDUM OF LEASE**

(Attached.)

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 dated as of \_\_\_\_\_, 2011, and is executed by the CITY OF BEVERLY HILLS, a California municipal corporation ("**City**"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("**Tenant**").

### 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, portions (the "**Premises**") of the real property located in the City of Beverly Hills, County of Los Angeles, State of California, at 1100 Coldwater Canyon Drive and 180 S. Doheny Drive that are more particularly described 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 the Premises to Tenant, and Tenant hereby leases and accepts the Premises from City, 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.

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: \_\_\_\_\_  
BARRY BRUCKER, Mayor

ATTEST:

\_\_\_\_\_  
BYRON POPE, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
LAURENCE S. WIENER, City Attorney

\_\_\_\_\_  
JEFFREY KOLIN, City Manager

\_\_\_\_\_  
SCOTT MILLER,  
Director of Administrative Services/CFO

**TENANT:**

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

By: AT&T Mobility Corporation  
Manager

By: \_\_\_\_\_  
Mark Rivera

State of California )  
County of Los Angeles )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
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.

Signature \_\_\_\_\_

(Seal)

State of California )  
County of Los Angeles )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
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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 \_\_\_\_\_

(Seal)

# **Attachment 2**

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.

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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.

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: \_\_\_\_\_  
BARRY BRUCKER, Mayor

**ATTEST:**

\_\_\_\_\_  
BYRON POPE, City Clerk

**APPROVED AS TO FORM:**

  
LAURENCE S. WIENER, City Attorney

**APPROVED AS TO CONTENT:**

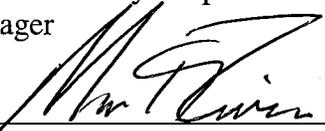
\_\_\_\_\_  
JEFFREY KOLIN, City Manager

  
SCOTT MILLER,  
Director of Administrative Services/CFO

**TENANT:**

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

By: AT&T Mobility Corporation  
Manager

By:   
Mark Rivera

State of California )  
County of Los Angeles )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
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.

Signature \_\_\_\_\_

(Seal)

State of California )  
County of Los Angeles )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
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  
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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

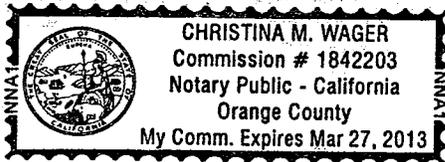
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On OCTOBER 19, 2011 before me, CHRISTINA M WAGER, Notary Public

personally appeared MARK KUBERA



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.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

## 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: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here