

ATTACHMENT No. 3

**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 August 31, 2010, 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, that certain space (the "Leased Premises") described on Exhibit "A" and located at 1201 Coldwater Canyon Drive, Beverly Hills, California (the "Property"). The location and dimensions of the Leased Premises in relation to the Property are depicted on Exhibit "A" attached hereto and incorporated herein.

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 below), to access (i.e., pedestrian ingress to and egress from) the Leased Premises over and across that portion of the Property depicted on Exhibit "B" as the "Access Easement Area."

2.3 **Premises.** The Leased Premises and the Access Easement Area 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") at which time rental payments shall commence.

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 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. Tenant shall have no other right to extend the term of this Lease beyond the Extended Terms.

3.3 City Termination Option; Waiver of Relocation Rights. City may terminate this Lease in its sole and absolute discretion upon at least three hundred sixty five (365) days' prior written notice to Tenant TENANT HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE UNDER CALIFORNIA OR FEDERAL LAW TO RELOCATION ASSISTANCE AND BENEFIT AS A RESULT OF ANY SUCH TERMINATION.

Tenant's Initials: 

4. MONTHLY RENT. Tenant shall make all rental payments due hereunder to the Office of the Cashier of City at 455 North Rexford Drive, Beverly Hills, California 90210, or at such other address or to such other persons as City may from time to time designate in writing at least thirty (30) days in advance of any Monthly Rent (as defined below) payment date.

4.1 Initial Year. Tenant shall pay to City as "Monthly Rent," without deduction, setoff, prior notice or demand, the sum of One Thousand Five Hundred Dollars (\$1,500) per month, which sum is subject to adjustment in Section 4.2 below, on or before the first (1st) day of each calendar month, commencing on the Commencement Date. 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 $\text{Increased Monthly Rent} = (\text{Monthly Rent}) + ((\text{IR} - \text{IL}) / \text{IL} \times \text{Basic Rent})$

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. In no event shall the Monthly Rent decrease.

5. USE; APPROVALS; REQUIRED IMPROVEMENTS.

5.1. City and Tenant agree to use the Premises only for the purpose of constructing, maintaining and operating a wireless telecommunications facility, and for no other use ("**Permitted Use**").

5.2 City agrees that 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 or 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 liability and loss of any type arising out of work performed on the Premises by Tenant, together with reasonable attorneys' fees and all costs and expenses reasonably incurred by City in negotiating, settling, defending or otherwise protecting against such claims.

8. MAINTENANCE. Tenant, at its sole cost and expense, shall at all times maintain in good order, condition, cleanliness, and repair, reasonable wear and tear excepted, any improvements made by Tenant pursuant to this Lease, and the Premises and every part thereof, including, without limiting the generality of the foregoing, all electrical facilities, and 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 Building and of which Tenant is provided notice. Without limitation of other reasonable rules, Tenant acknowledges that a rule prohibiting non-emergency work during the hours from 9:00 P.M. until 8:00 A.M. is reasonable.

9. PROHIBITED USES. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Property, or cause a cancellation of any insurance policy covering the Property or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with radio or other equipment which City may have in or on the Property, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Property. Tenant shall also not interfere with radio or other equipment of any tenants at the Property. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

Except as described in the last paragraph of this Section 9, Tenant shall not cause or permit any "Hazardous Substances" (as defined below) to be used, stored, generated or disposed of on or in the Property by Tenant, Tenant's agents, employees or contractors without first obtaining City's written consent. If Hazardous Substances are used, stored, generated or disposed of on or in the Premises (including as described in the last paragraph of this Section 9), or if the Property becomes contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless Indemnitees from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Property, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, reasonable attorneys', consultant, and expert fees) arising during or after

the term of this Lease and to the extent arising as a result of that contamination, except to the extent caused by City or City's agents, employees or contractors. This indemnification includes, without limitation, any and all reasonably costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Property which results in contamination, Tenant shall promptly, at Tenant's sole cost and expense, take any and all necessary actions to return the Property to the condition existing prior to the presence of any such Hazardous Substance on the Property or as close as reasonably possible to such prior condition and in any event, to a condition which complies with law and requires no further action or remediation. Tenant shall first obtain City's approval for any such remedial action, which City agrees not to unreasonably withhold, condition or delay. The provisions of this paragraph shall be in addition to any other obligations and liabilities Tenant may have to City at law or equity and shall survive the expiration or the termination of this Lease. For purposes of this Lease, the term "**Hazardous Substance**" means any substance that is toxic, ignitable, reactive or corrosive and that is regulated by any local government, the State of California, or the United States Government. "**Hazardous Substance**" also includes, without limitation, any and all materials or substances that are defined by law as "hazardous waste," "extremely hazardous waste" or a "hazardous substance." "**Hazardous Substance**" also includes, but is not limited to, asbestos, polychlorobiphenyls and oil, petroleum and their by-products.

City warrants and agrees that neither City nor, to City's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Property in violation of any law or regulation, except that City has (and will continue) to treat water stored at 1201 Coldwater Canyon Drive with various chemicals.

Notwithstanding anything to the contrary in this Paragraph 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 the Property free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest herein, or any right or privilege appurtenant hereto, or sublet all or any portion of the Premises, or allow any other person (the employees, agents, servants and contractors of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the consent of City, which consent may be withheld in City's sole and absolute discretion. Notwithstanding the foregoing, City consent shall not be required if all of the following conditions are satisfied: (a) the City receives prior written notice of the applicable transaction together with written evidence that the transaction is one of the transactions described in the following clause (b) such that 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 (10th) day after the date on which rent is due. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs City will incur by reason of late payment by Tenant. Acceptance of the late charge by City shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent City from exercising any of the other rights and remedies available to City.

13. INDEMNIFICATION. Tenant shall indemnify and hold harmless City, City's City Council and each member thereof, and City's officers, employees and agents (collectively, "Indemnitees") from and against any and all claims, 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, 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 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 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 year, if, in the opinion of the insurance broker or consultant retained by City, the amount of public liability and property damage insurance coverage at that time is not adequate, Tenant shall increase the insurance coverage as required by City's insurance broker or consultant.

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 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 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.

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
Re: Cell Site #: EL0358
Cell Site Name: Coldwater Canyon
FA #: 10127639
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
Re: Cell Site #: EL0358
Cell Site Name: Coldwater Canyon
FA #: 10127639
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
Re: Cell Site #: EL0358
Cell Site Name: Coldwater Canyon
FA #: 10127639
16631 NE 72nd Way
Redmond, WA 98052-7827

City:

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

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 everyone of the heirs, executors, administrators, successors, assigns, and legal representatives of the parties hereto; provided, however, that any subletting or assignment by Tenant of the whole or any part of the Premises or any interest therein shall be subject to the provisions of Section 11.

29. HOLDING OVER. If Tenant, with City's 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.

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

33.6 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.

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

33.8 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.

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

33.10 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.

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

33.12 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.

33.13 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.

33.14 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.

33.15 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.

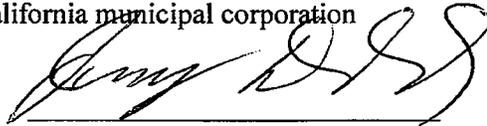
33.16 Memorandum of Lease. The parties shall execute a memorandum of lease in the form attached hereto as Exhibit D. Upon the expiration or termination of this Lease Tenant shall, immediately on City's request, execute and deliver to City a quitclaim deed to the Premises, in recordable form, designating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

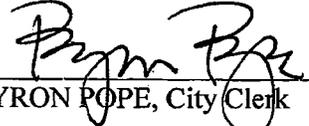
CITY:

CITY OF BEVERLY HILLS,
a California municipal corporation

By: 

Jimmy Delshad, Mayor

ATTEST:


BYRON POPE, City Clerk

APPROVED AS TO FORM:


LAURENCE S. WIENER, City Attorney

APPROVED AS TO CONTENT


Jeffrey Kolih, 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

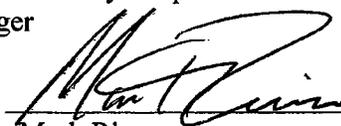
By: 
Mark Rivera

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

(Attached.)

EXHIBIT "B"

DESCRIPTION OF ACCESS EASEMENT AREA

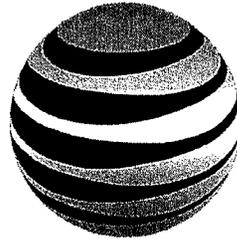
(Attached.)

EXHIBIT "C"

DESCRIPTION OF REQUIRED IMPROVEMENTS

(Attached.)

the new



at&t

SITE NUMBER: EL0358-01
 SITE NAME: COLDWATER CYN LINDACREST ROW
 SITE ADDRESS: 1200 COLDWATER CYN RD.
 BEVERLY HILLS, CA 90210



GENERAL CONTRACTOR NOTE

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

CODE COMPLIANCE

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

1. CALIFORNIA CODE OF REGULATIONS
2. 2007 CALIFORNIA BUILDING CODE
3. 2007 CALIFORNIA MECHANICAL CODE
4. 2007 CALIFORNIA PLUMBING CODE
5. 2007 CALIFORNIA ELECTRIC CODE
6. ANY LOCAL BUILDING CODE AMENDMENTS TO THE ABOVE
7. CITY/COUNTY ORDINANCES

HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED IN ACCORDANCE WITH CALIFORNIA ADMINISTRATIVE STATE CODE PART 2, TITLE 24, CHAPTER 11B, SECTION 1103B

PROJECT SUMMARY

SCOPE OF WORK: AT&T IS PROPOSING TO CONSTRUCT, OPERATE AND MAINTAIN AN UNMANNED TELECOMMUNICATIONS FACILITY, WITH THE SUBJECT LIGHT POLE W/IN THE PUBLIC ROW OF COLDWATER CYN. RD. AND THE ASSOCIATED AT&T BASE-STATION EQUIPMENT ON AN ADJACENT CITY PARCEL. THE SCOPE WILL CONSIST OF THE INSTALLATION OF (2) PANEL ANTENNAS (A) WAS MOUNTED AND CONCEALED INSIDE A NEW RADOME ON TOP OF A NEW 20'-0" HIGH LIGHT POLE, (2) GPS ANTENNAS WILL BE INSTALLED AND MOUNTED ON NEW EQUIPMENT CABINETS, (4) NEW OUTDOOR EQUIPMENT CABINETS AND ASSOCIATED EQUIPMENT LOCATED WITHIN A NEW 8'-0" HIGH SPLIT FACE CMU ENCLOSURE. THE EQUAL CABLES WILL BE ROUTED FROM EQUIPMENT TO LIGHT POLE VIA UNDERGROUND CONDUITS.

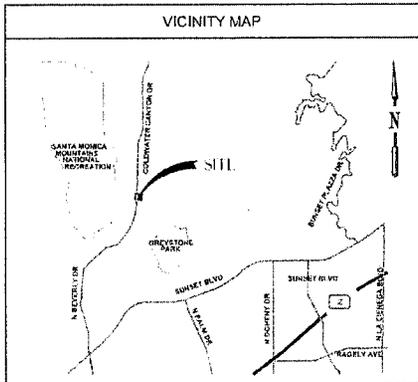
PROPERTY OWNER: CITY OF BEVERLY HILLS
 935 W. 3RD ST
 BEVERLY HILLS, CA 90210

APPLICANT: AT&T
 12000 PARK PLAZA DRIVE
 CERRITOS, CA 90703

COORDINATES: 34° 5' 48.51" N
 -118° 24' 22.85" W
 APN #: RIGHT OF WAY
 JURISDICTION: CITY OF BEVERLY HILLS
 CURRENT ZONING: R1
 NEW USE: UNMANNED TELECOMMUNICATION FACILITY
 TYPE OF CONSTRUCTION: V-9
 OCCUPANCY: U-2

SHEET INDEX

SHEET	DESCRIPTION	REV
T-1	TITLE SHEET	0
T-2	GENERAL NOTES, LEGEND AND ABBREVIATIONS	0
LS-1	TOPOGRAPHIC SURVEY	0
A-1	SITE PLAN	0
A-2	ENLARGED SITE PLAN, EQUIPMENT LAYOUT AND ANTENNA LAYOUT	0
A-3	ELEVATIONS	0
A-4	ELEVATIONS	0
A-5	CONSTRUCTION DETAILS	0
A-6	CONSTRUCTION DETAILS	0
A-7	SIGNAGE DETAILS	0
E-1	ELECTRICAL NOTES	0
E-2	ELECTRICAL SITE PLAN	0
E-3	EQUIPMENT GROUNDING PLAN, ONE LINE DIAGRAM AND PANEL SCHEDULE	0
E-4	ELECTRICAL AND GROUNDING DETAILS	0



UTILITY CONTACTS

COMPANY	CONTACTS
GAS COMPANY	
ELECTRIC COMPANY	EDISON
WATER COMPANY	
SCHOOL DISTRICT	
TELEPHONE COMPANY	AT&T

UTILITIES AND EASEMENTS

THE COAXIAL CABLES WILL BE ROUTED FROM EQUIPMENT TO LIGHT POLE VIA UNDERGROUND CONDUITS. THE POWER CABLES WILL BE ROUTED FROM THE EXISTING EDISON WALK TO EQUIPMENT VIA UNDERGROUND CONDUITS. THE TELCO CABLES WILL BE ROUTED FROM THE EXISTING TELCO MAN HOLE TO EQUIPMENT VIA UNDERGROUND CONDUITS.

PROJECT TEAM

PROJECT MANAGER:
 BLACK AND VEATCH CORPORATION
 12750 CENTER COURT DRIVE, SUITE 340
 CERRITOS, CA 90703
 CONTACT: GINA PAPPAS
 PHONE: (562) 560-4355
 FAX: (562) 402-4026
 EMAIL: gappasp@bv.com

ENGINEER:
 PDC CORPORATION
 13225 DANIELSON STREET, SUITE 200
 POMONA, CA 92664
 CONTACT: SOHAL SHAH, PE
 PHONE: (951) 858-2870
 FAX: (951) 858-2827
 EMAIL: sohani@pdc.com

CONSTRUCTION MANAGER:
 BLACK AND VEATCH CORPORATION
 12750 CENTER COURT DRIVE, SUITE 340
 CERRITOS, CA 90703
 CONTACT: JEFF JACOBS
 MOBILE: (562) 229-8269
 EMAIL: jacobsj@pdc.com

REG. ENGINEER:
 AT&T
 12000 PARK PLAZA DRIVE
 CERRITOS, CA 90703
 CONTACT: MONICA BANUELOS
 PHONE: (562) 403-8526

DRIVING DIRECTIONS

FROM AT&T OFFICE, CERRITOS, CA
 START AT 12000 PARK PLAZA DR. CERRITOS GOING TOWARD SHOENMAKER AVE
 TAKE THE RAMP ONTO CA-61 W
 TAKE THE EXIT ONTO I-805 N
 TAKE RAMP RIGHT AND FOLLOW SIGNS FOR I-105 N
 TAKE RAMP RIGHT I-405 N
 AT EXIT 25A, TAKE RAMP RIGHT FOR CORNER AVE. TOWARD SANTA MONICA BLVD
 TURN RIGHT ONTO SR/2 SANTA MONICA BLVD
 KEEP LEFT TO STAY ON SR/2 N SANTA MONICA BLVD
 TURN LEFT ONTO N BEVERLY DR
 TURN LEFT TO STAY ON N BEVERLY DR
 KEEP STRAIGHT TO STAY ONTO COLDWATER CYN DR
 APPROX AT 1200 COLDWATER CYN DR, BEVERLY HILLS, CA 90210

APPROVALS

CONSTRUCTION: JEFF JACOBS	RF ENGINEER: MONICA BANUELOS
SIGNATURE _____	SIGNATURE _____
DATE _____	DATE _____
SITE ACQUISITION: JOHN DELAVIGNE	PROJECT MANAGER: GINA PAPPAS
SIGNATURE _____	SIGNATURE _____
DATE _____	DATE _____
ZONING: JOHN DELAVIGNE	LANDLORD _____
SIGNATURE _____	SIGNATURE _____
DATE _____	DATE _____

LEGAL DESCRIPTION:

SEE AT SHEET.

APPLICANT:



PROJECT INFORMATION:

COLDWATER CYN LINDACREST ROW
 SITE NO. EL0358-01
 1200 COLDWATER CYN RD
 BEVERLY HILLS, CA 90210

REVISIONS:

REV.	DATE	DESCRIPTION	BY
A	06/18/10	BOX CONSTRUCTION	CC
D	07/13/10	100% CONSTRUCTION	WT

CONSULTANT:



12750 CENTER COURT DRIVE, SUITE 340
 CERRITOS, CA 90703

ENGINEER:

PDC CORPORATION



13225 DANIELSON ST, SUITE 200
 POMONA, CA 92664
 TEL: (951) 858-2828
 FAX: (951) 858-2827

LICENSEE:

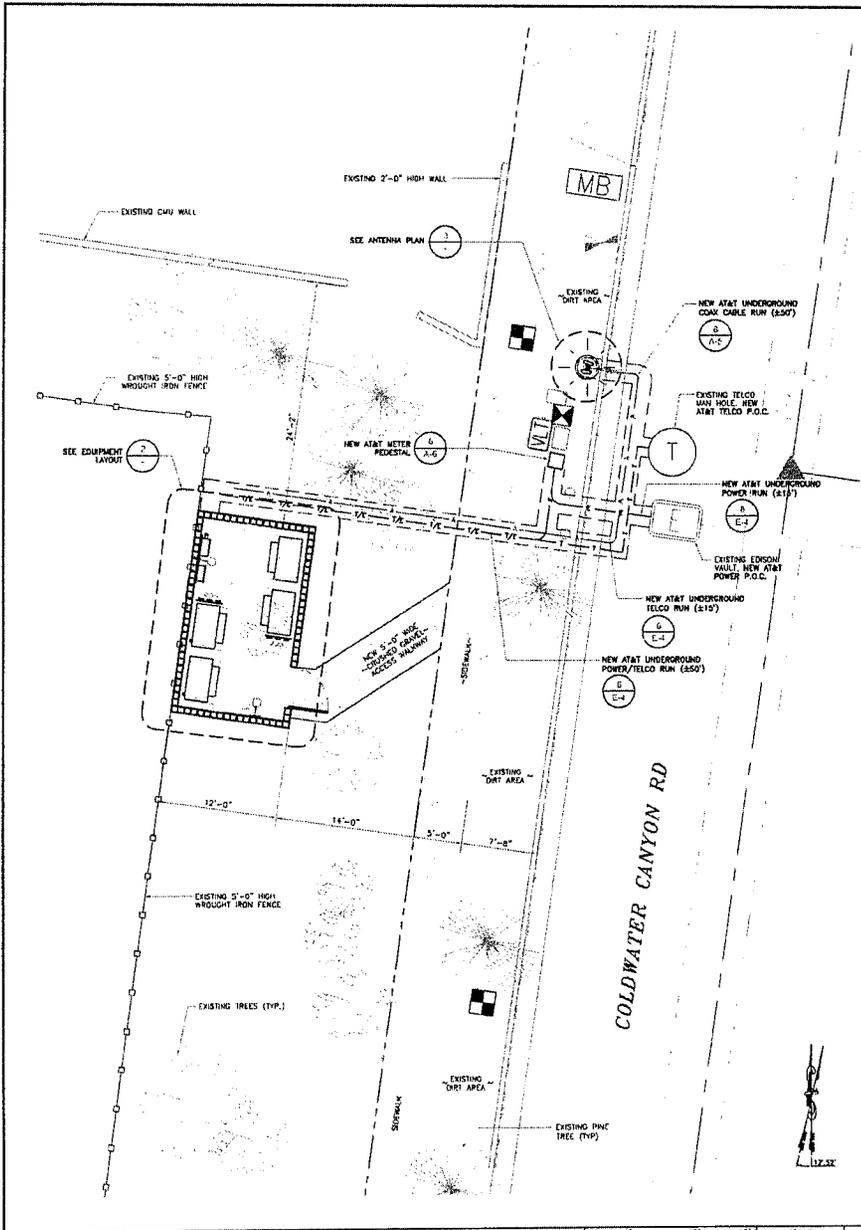


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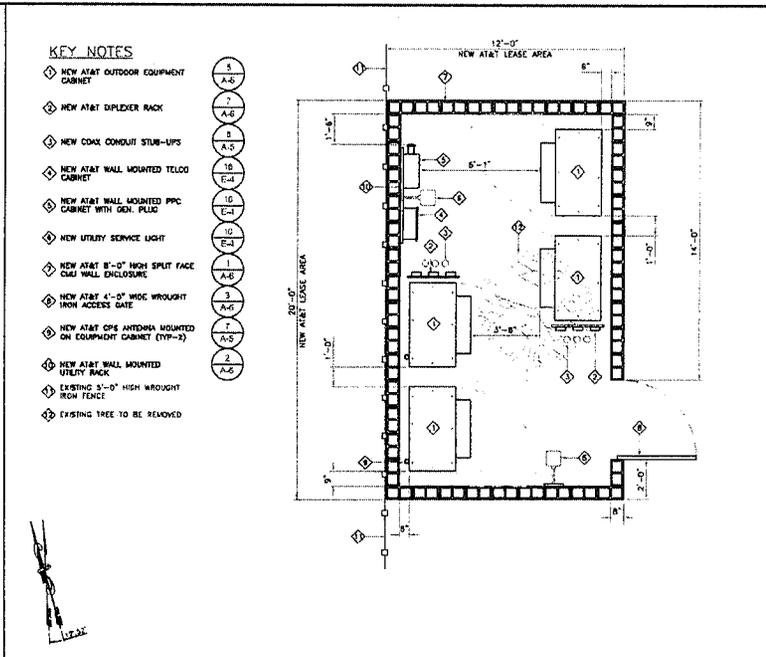
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SHEET NUMBER:

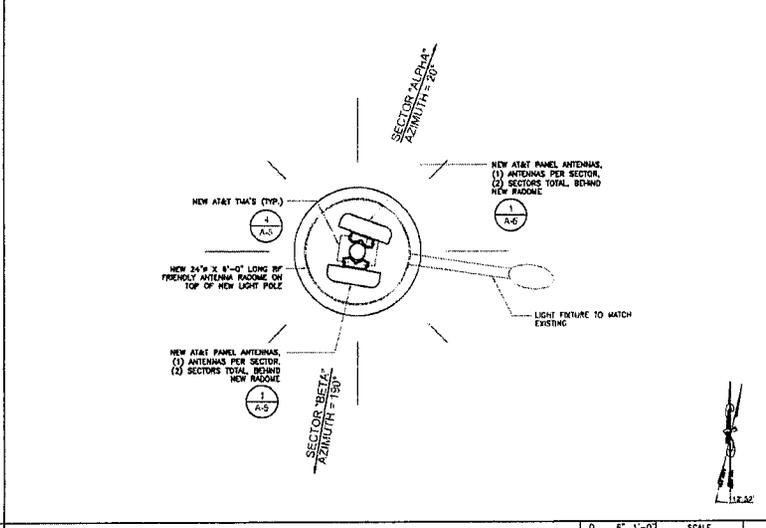
T-1



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



EQUIPMENT LAYOUT SCALE 3/8" = 1'-0" 2



ANTENNA LAYOUT SCALE 1" = 1'-0" 3

APPLICANT:
The new at&t
 12000 PARK PLAZA DRIVE
 CERRITOS, CA 90703

PROJECT INFORMATION:
**COLDWATER CVN
 LINDACREST ROW
 SITE NO. EL0358-01**
 1200 COLDWATER CVN RD
 BEVERLY HILLS, CA 90210

REVISIONS:

NO.	DATE	DESCRIPTION	BY
A	08/18/10	180X CONSTRUCTION	CC
D	07/13/10	1200X CONSTRUCTION	WT

CONSULTANT:
verland Contracting Inc.
 12750 CENTER COURT DRIVE, SUITE J40
 CERRITOS, CA 90703

ENGINEER:
ADC CORPORATION

 13225 DANIELSON ST., SUITE 200
 FURNACE, CA 95744
 TEL: (925) 668-2828
 FAX: (925) 668-2877

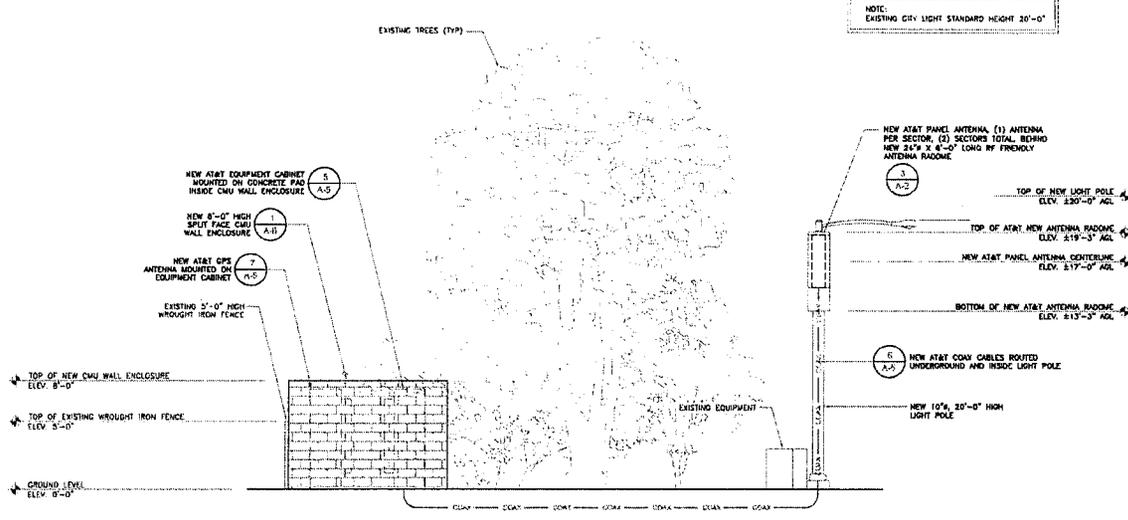
LICENSER:

 REGISTERED PROFESSIONAL ENGINEER
 SPECIAL STATE
 No. C60216
 EXP. 06-30-12
 CIVIL
 STATE OF CALIFORNIA

SHEET TITLE:
**ENLARGED SITE
 PLAN, EQUIPMENT
 LAYOUT AND
 ANTENNA LAYOUT**

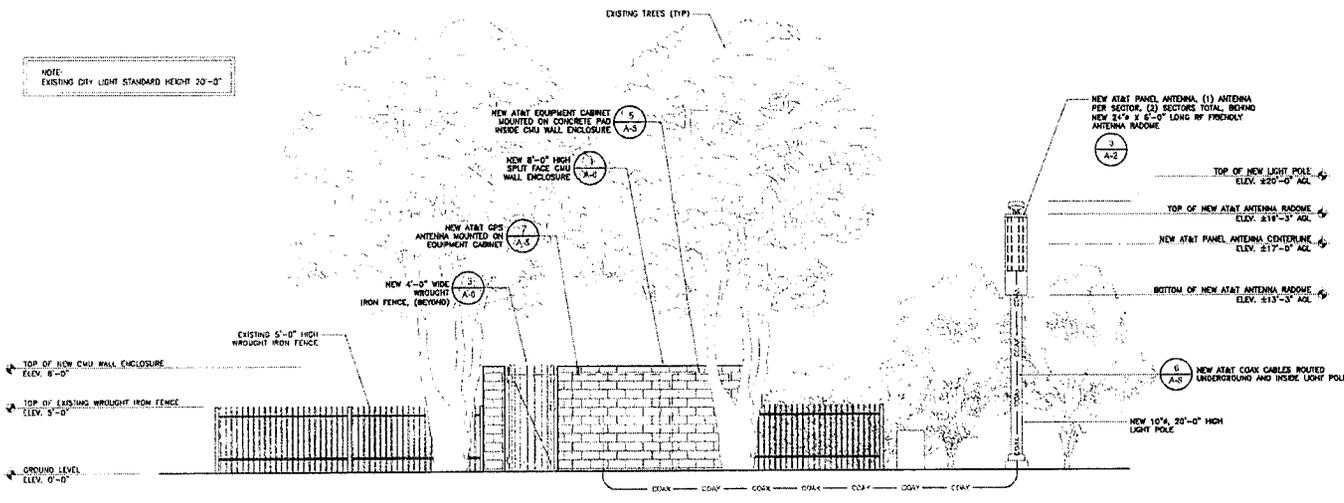
SHEET NUMBER:
A-2

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS



SOUTH ELEVATION

SCALE 1/4" = 1'-0"



EAST ELEVATION

SCALE 1/4" = 1'-0"

APPLICANT:

12500 PARK PLAZA DRIVE
CERRITOS, CA 90703

PROJECT INFORMATION:

**COLDWATER CYN
LINDACREST ROW
SITE NO. EL0358-01**

1200 COLDWATER CYN RD
BEVERLY HILLS, CA 90210

REVISIONS:

REV.	DATE	DESCRIPTION	BY
A	06/18/10	BOX CONSTRUCTION	CC
D	07/13/10	100% CONSTRUCTION	WT

CONSULTANT:

Verland Contracting Inc.
A Sun & West Company

12750 CENTER COURT DRIVE, SUITE 340
CERRITOS, CA 90703

ENGINEER:

PEDD CORPORATION

13225 DANIELSON ST, SUITE 200
POWAY, CA 90264
TEL: (951) 668-2878
FAX: (951) 668-2827

LICENSER:

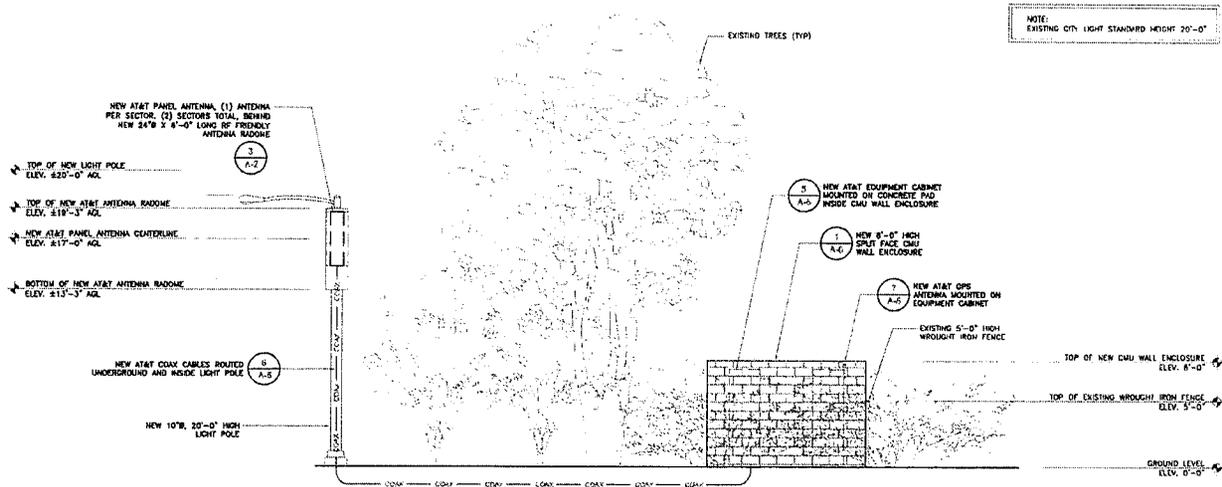
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ELEVATIONS

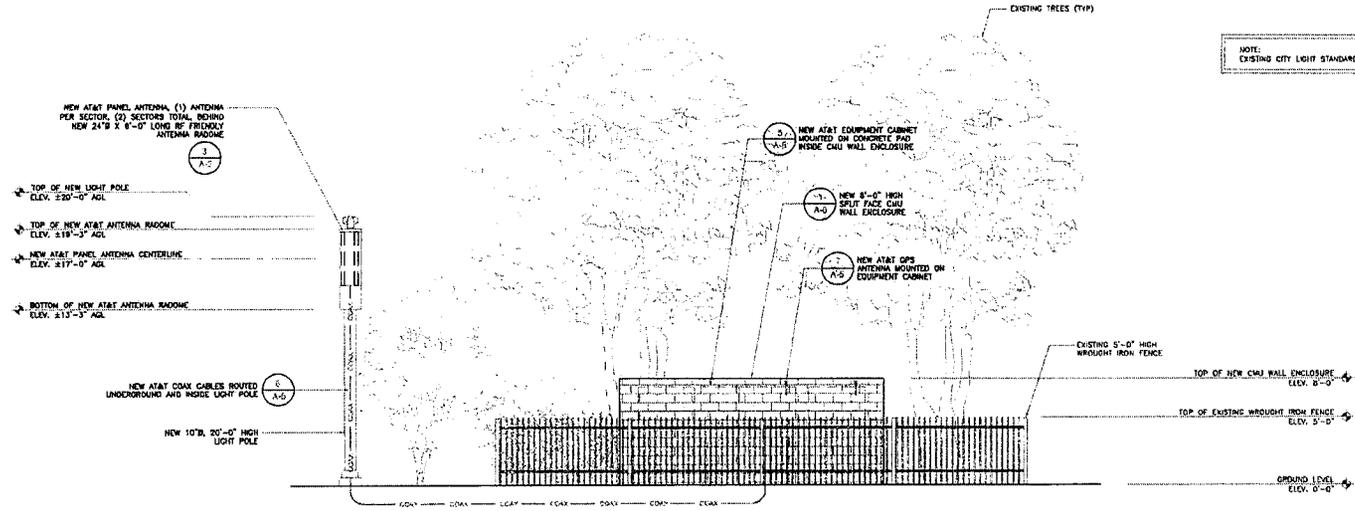
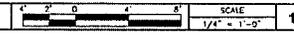
SHEET NUMBER:

A-3

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT
SCALE CORRECTLY, CHECK FOR REDUCTION
OR ENLARGEMENT FROM ORIGINAL PLANS



NORTH ELEVATION



WEST ELEVATION



APPLICANT:

12500 PARK PLAZA DRIVE
CERRITOS, CA 90703

PROJECT INFORMATION:

**COLDWATER CYN
LINDACREST ROW
SITE NO. EL0358-01**

1220 COLDWATER CYN RD
BEVERLY HILLS, CA 90210

REVISIONS:

REV.	DATE	BY	DESCRIPTION
A	05/18/10	SDX CONSTRUCTION	CC
C	07/13/10	1100K CONSTRUCTION	WT

CONSULTANT:

Verland Contracting Inc.
2100 S. WEST STREET
12750 CENTER COURT DRIVE, SUITE 340
CERRITOS, CA 90735

ENGINEER:

POD CORPORATION

13225 DANIELSON ST. SUITE 200
POWAY, CA 90284
TEL: (858) 668-2875
FAX: (858) 668-2877

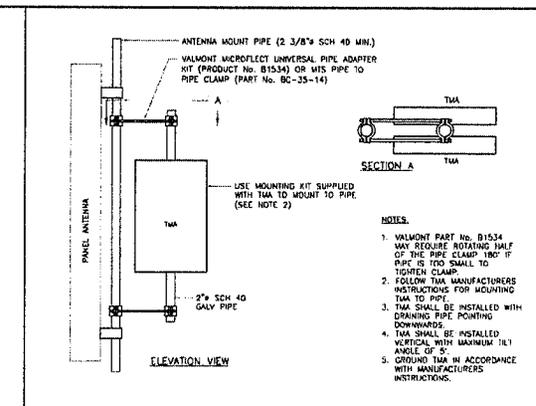
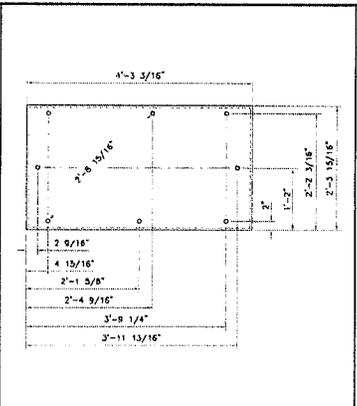
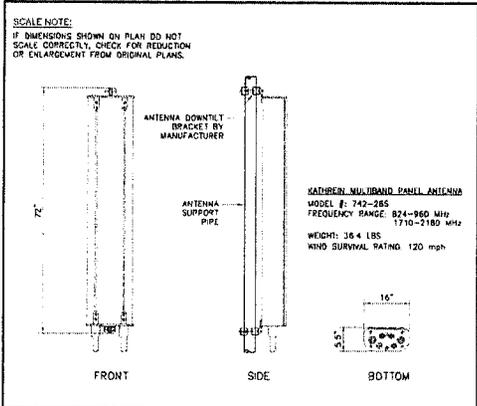
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SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

A-4



ANTENNA DETAIL

1 BASE FRAME BOLTING PATTERN

2 NOT USED

3 TMA DETAIL

APP. LICANT:
The new **at&t**
12800 PARK PLAZA DRIVE
CERRITOS, CA 94703

PROJECT INFORMATION:
**COLDWATER CYN
LINDACREST ROW
SITE NO. EL0358-01**
1300 COLDWATER CYN RD
BEVERLY HILLS, CA 90210

REVISIONS:

REV.	DATE	DESCRIPTION	BY
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D	07/13/10	100% CONSTRUCTION	WI

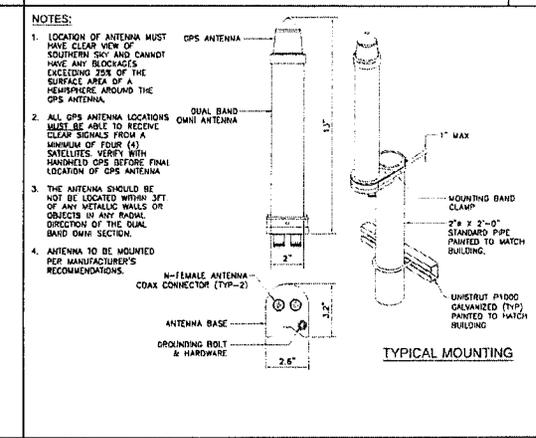
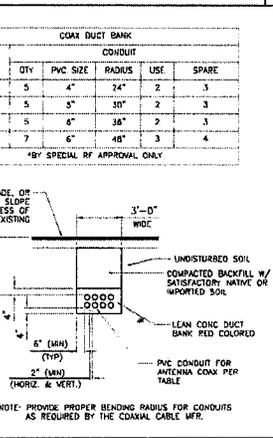
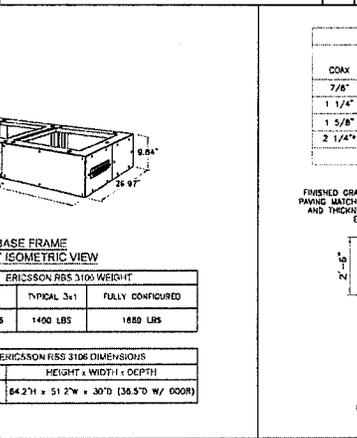
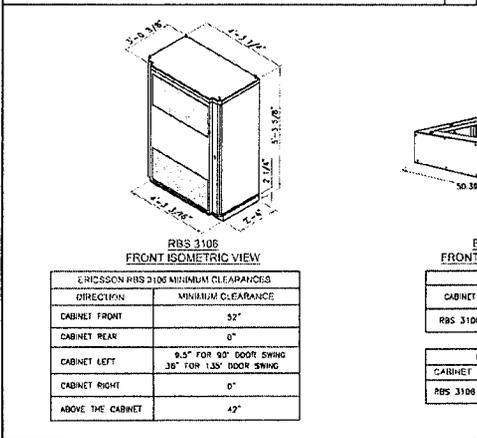
CONSULTANT:
Verland Contracting Inc.
1800 K Street - Torrance
19750 CENTER COURT DRIVE, SUITE 340
CERRITOS, CA 94703

ENGINEER:
PDC CORPORATION
CID
13225 DANIELSON ST, SUITE 200
POWAY, CA 90264
TEL: (951) 558-2878
FAX: (951) 668-2827

LICENSER:
REGISTERED PROFESSIONAL ENGINEER
SPECIAL SHAFT
No. C60216
EXP. 06-30-12
CIVIL
STATE OF CALIFORNIA

SHEET TITLE:
**CONSTRUCTION
DETAILS**

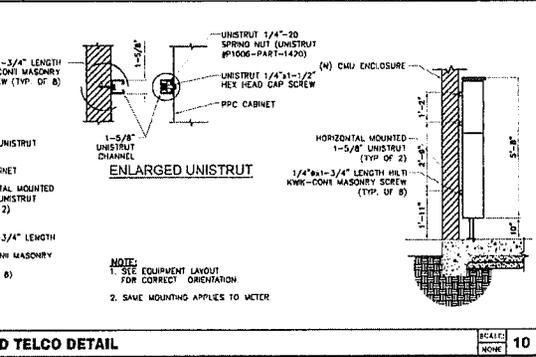
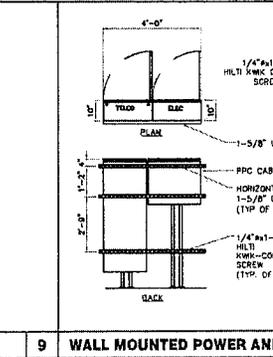
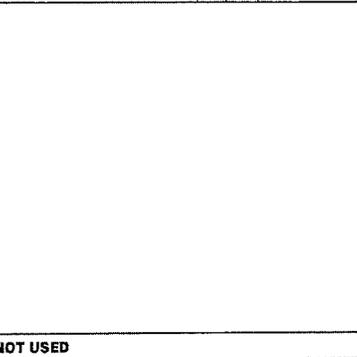
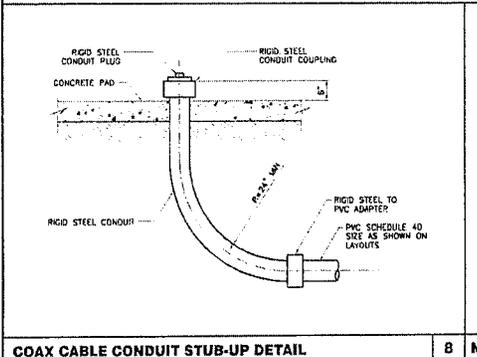
SHEET NUMBER:
A-5



8 COAX CABLE CONDUIT STUB-UP DETAIL

5 COAX CABLE CONDUIT DETAIL

6 GPS ANTENNA AND MOUNTING DETAIL



8 COAX CABLE CONDUIT STUB-UP DETAIL

5 NOT USED

9 WALL MOUNTED POWER AND TELCO DETAIL

10

INFORMATION SIGN 1-1

8" x 12" SIGN

CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH AT&T WIRELESS DOCUMENT E03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.

FABRICATION:

- SIGN 1-1: ENTRANCE DOOR, SEE DETAIL 1A, THIS SHEET

• SIGN 1 IS TO BE MADE ON THE 50 MIL ALUMINUM SHEETING (SIZE 8 INCHES BY 12 INCHES) WITH FOUR (4) 1/4" INCH MOUNTING HOLES, ONE EACH CORNER OF THE SIGN FOR MOUNTING WITH HARDWARE WITH TIEWIPS. THE MAIN BACKGROUND COLOR IS TO BE WHITE FRONT AND BACK, WITH BLACK LETTERING.

• THE INFORMATION BAND SHALL BE 1/2" INCH SOLID GREEN BAND WITH 0.5" INCH HIGH BLACK LETTERING. THE BODY TEXT SHALL BE IN BLACK LETTERING WITH 0.2" INCH HIGH LETTERS. THE REF LINE SHALL BE IN 1/8" INCH LETTERS.

• THE PLACEMENT OF TEXT SHALL BE DONE IN A MANNER THAT WILL PERMIT EASY READING FROM DISTANCE OF APPROXIMATELY 8 FEET IN FRONT OF THE SIGN.

• ALL PAINT WILL BE BARED WITH ENAMEL WITH LN PROTECTIVE COATING OVER THE FACE OF THE SIGN.

INFORMATION SIGN 1-2

8" x 12" SIGN

CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH AT&T WIRELESS DOCUMENT E03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.

FABRICATION:

- SIGN 1-2: POLE, SEE DETAIL 1B, THIS SHEET

• SIGN 2 MUST BE A NON-METALIC LABEL WITH AN ADHESIVE BACKING. THE LABEL SHALL BE MADE USING VINYL OR SIMILAR HIGH-DENSITY POLYETHYLENE. THE LABEL SHALL BE APPROXIMATELY 3" X 7" INCHES WITH A WHITE BACKGROUND AND BLACK LETTERING. THE GREEN BAND SHALL BE 1/2" INCH IN HEIGHT AND THE LETTERING SHALL BE BLACK WITH 0.2" INCH HIGH LETTERS. THE TEXT LETTERING SHALL BE BLACK WITH 1/8" INCH HIGH LETTERS. ALL PROTECTIVE SHALL BE PLACED OVER THE FRONT OF THE LABEL.

• SIGN 3-3: BACK OF ANTENNAS, SEE DETAIL 1C & 3, THIS SHEET

• SIGN 3 IS A 1 INCH X 2 INCH LABEL THAT CAN BE APPLIED TO THE BACK OR SIDE OF AN ANTENNA TO IDENTIFY IT AS A AT&T ANTENNA.

• SIGN 4-4: SIDE OF ANTENNAS, SEE DETAIL 1D & 3, THIS SHEET

• SIGN 4 IS MADE FROM TRANSPARENT MATERIAL 1-1/2 INCHES WIDE AND 24 INCHES LONG. THE LETTERING IS TO BE BLACK WITH 1/2" INCH LETTERING IN A VERTICAL COLUMN. THE SPACING BETWEEN WORDS MUST BE SUCH THAT IT IS EASILY READ AND TELLS THE LENGTH OF THE SIGN.

INFORMATION SIGN 1-3

8" x 12" SIGN

CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH AT&T WIRELESS DOCUMENT E03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.

FABRICATION:

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NOTICE

CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH AT&T WIRELESS DOCUMENT E03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.

CONTRACTOR SHALL CONTACT AT&T R-AT&T FOR INFORMATION ON RF LEVELS AND INSTRUCTIONS ON LEVEL AND LOCATION OF SIGNAGE.

NOTICE

Radio frequency fields beyond this point may exceed the FCC general public exposure limit.

Obey all posted signs and site guidelines for working in radio frequency environments.

CAUTION

Beyond this point: Radio frequency fields at this site may exceed FCC rules for human exposure.

For your safety, obey all posted signs and site guidelines for working in radio frequency environments.

RF EXPOSURE SIGNAGE REQUIREMENTS SUBJECT TO CHANGE PENDING RF EXPOSURE ANALYSIS. ADDITIONAL REQUIREMENTS WILL BE NOTED IN OHP AND COMMUNICATED TO THE O.E. BY BLACK & VEATCH COMPLIANCE MANAGER THROUGH DIRECTION OF THE AT&T LA MARKET MFGSC (MARKET RF SAFETY COORDINATOR).

ANTENNA SIGNAGE DETAIL

1-3 RF RADIATION SIGNAGE SEE DETAIL 1B, THIS SHEET

1-4 RF RADIATION SIGNAGE SEE DETAIL 1D, THIS SHEET

INFORMATION SIGNAGE | 1

NOTICE SIGNAGE | 2

ANTENNA SIGNAGE DETAIL | 3

CABLE TAGGING GUIDE | 4

A MAIN FEEDER MARKING GUIDE

RED BAND	GREEN BAND
R1 RED	G1 GREEN
R2 RED/RED	G2 GREEN/GREEN
R3 RED/RED/RED	G3 GREEN/GREEN/GREEN
R4 RED/RED/RED/RED	G4 GREEN/GREEN/GREEN/GREEN
R5 RED/RED/RED/RED/RED	G5 GREEN/GREEN/GREEN/GREEN/GREEN
R6 RED/RED/RED/RED/RED/RED	G6 GREEN/GREEN/GREEN/GREEN/GREEN/GREEN
R7 WHITE/RED	G7 WHITE/GREEN
R8 WHITE/RED/RED	G8 WHITE/GREEN/GREEN

B JUMPER MARKING GUIDE

NOTE: CABLE MARKING SHOULD BE DONE ON THE SYSTEM WITH READY-GO WIRELESS IDENTIFICATION TAGS.

RED BAND	GREEN BAND
J1 JUMPER	J1 JUMPER
J2 RED JUMPER (SAME AS WAVE)	J2 RED JUMPER (SAME AS WAVE)
J3 RED JUMPER (SAME AS YELLOW BAND)	J3 RED JUMPER (SAME AS YELLOW BAND)
J4 RED JUMPER (CONNECTED TO THAT)	J4 RED JUMPER (CONNECTED TO THAT)
J5 RED JUMPER (SAME AS YELLOW BAND)	J5 RED JUMPER (SAME AS YELLOW BAND)

NOTICE SIGNAGE

CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH AT&T WIRELESS DOCUMENT E03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.

CONTRACTOR SHALL CONTACT AT&T R-AT&T FOR INFORMATION ON RF LEVELS AND INSTRUCTIONS ON LEVEL AND LOCATION OF SIGNAGE.

ANTENNA SIGNAGE DETAIL

1-3 RF RADIATION SIGNAGE SEE DETAIL 1B, THIS SHEET

1-4 RF RADIATION SIGNAGE SEE DETAIL 1D, THIS SHEET

APPICANT:

The new **at&t**

12500 PARK PLAZA DRIVE
CERRITOS, CA 90703

PROJECT INFORMATION:

**COLDWATER CYN
LINDACREST ROW
SITE NO. EL0358-01**

1200 COLDWATER CYN RD
BOVEY HILLS, CA 90210

REVISIONS:

REV.	DATE	DESCRIPTION	JV
A	06/18/10	BOX CONSTRUCTION	CC
C	07/13/13	100% CONSTRUCTION	WT

CONSULTANT:

verland Contracting Inc.
2848 41st Street
12750 CENTER COURT DRIVE, SUITE 340
CERRITOS, CA 90703

ENGINEER:

PJD CORPORATION

PJD

13225 DANIELSON ST, SUITE 200
POWAY, CA 90264
TEL: (650) 658-2828
FAX: (650) 658-2837

LICENSE:

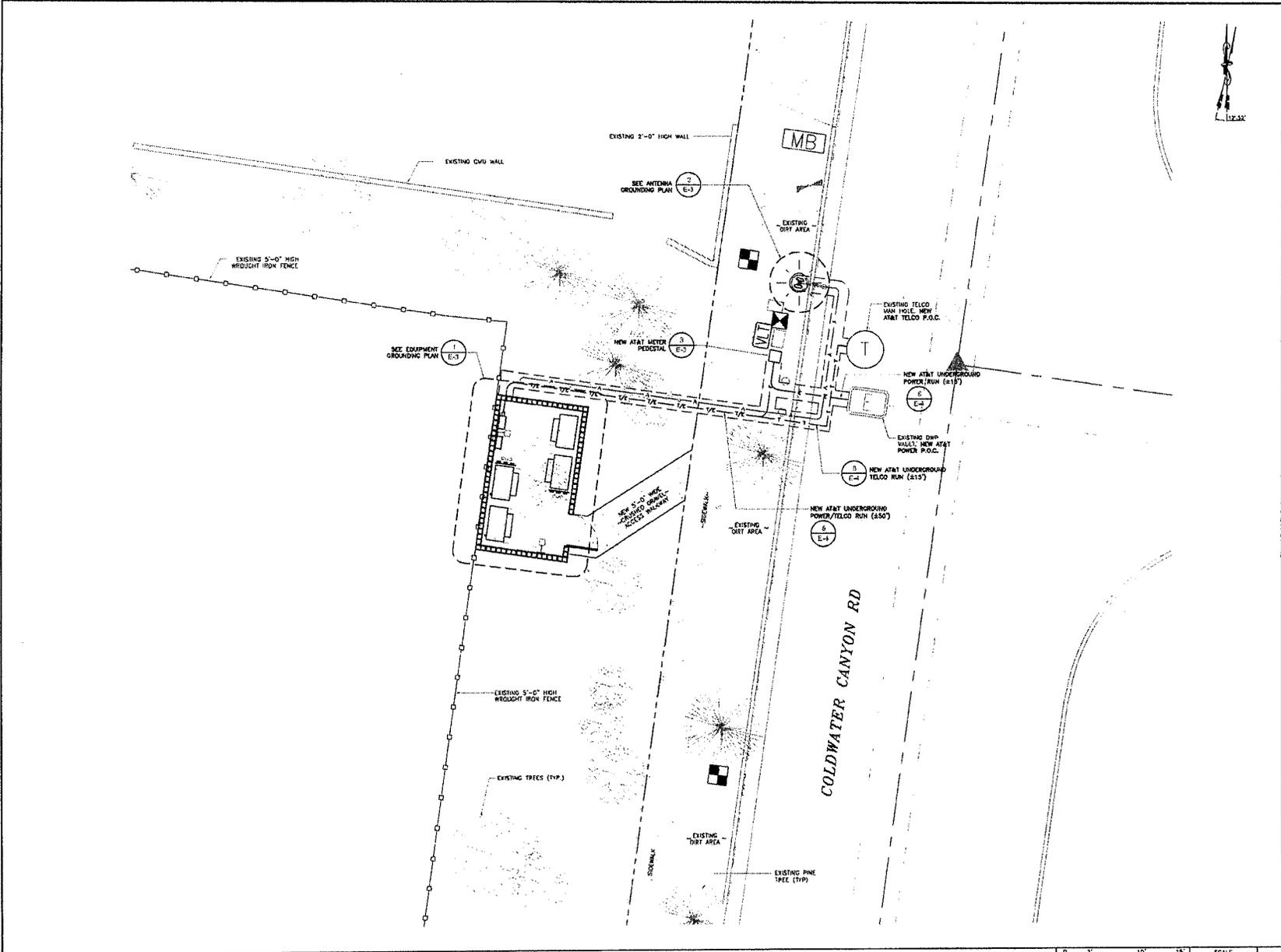
REGISTERED PROFESSIONAL ENGINEER
SOPHIA SHAM
No. C60216
EXP. 06-30-12
CIVIL
STATE OF CALIFORNIA

SHEET TITLE:

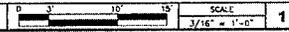
**SIGNAGE
DETAILS**

SHEET NUMBER:

A-7



ELECTRICAL SITE PLAN



APPPLICANT:

 12000 PARK PLAZA DRIVE
 CERRITOS, CA 90703

PROJECT INFORMATION:
**COLDWATER CYN
 LINDACREST ROW
 SITE NO. EL0358-01**
 1200 COLOWATER CYN RD
 BEVERLY HILLS, CA 90210

REV.	DATE	DESCRIPTION	BY
1	06/16/10	80% CONSTRUCTION	CE
2	07/13/10	100% CONSTRUCTION	WT

CONSULTANT:

 4720 S. WEST COAST
 12750 CENTER COURT DRIVE, SUITE 340
 CERRITOS, CA 90703

ENGINEER:
PDG CORPORATION

 13225 DANIELSON ST. SUITE 200
 POWAY, CA 92064
 TEL: (650) 664-2828
 FAX: (650) 664-2827

LICENSER:


SHEET TITLE:
**ELECTRICAL
 SITE PLAN**

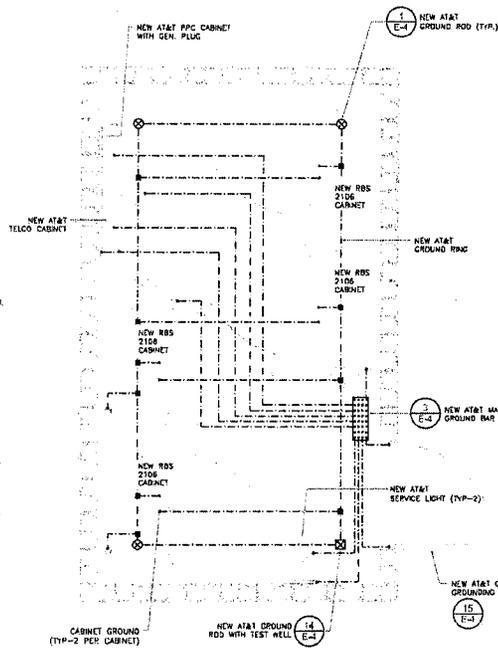
SHEET NUMBER:
E-2

SCALE NOTE:

IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.

GROUNDING NOTES:

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION REQUIREMENTS AND CONSTRUCTION ACCORDING TO SITE CONDITIONS.
2. ALL GROUNDING CONDUCTORS: #2 AWG SOLID BARE TINNED COPPER WIRE (UNLESS OTHERWISE NOTED)
3. GROUND BAR LOCATED IN BASE OF EQUIPMENT WILL BE PROVIDED, FURNISHED AND INSTALLED BY THE VENDOR
4. ALL BELOW GRADE CONNECTIONS: EXOTHERMIC WELD TYPE, ABOVE GRADE CONNECTIONS: EXOTHERMIC WELD TYPE
5. GROUND RING SHALL BE LOCATED A MINIMUM OF 24" BELOW GRADE OR 8" MINIMUM BELOW THE FROST LINE
6. INSTALL GROUND CONDUCTORS AND GROUND ROD MINIMUM OF 1'-0" FROM EQUIPMENT CONCRETE SLAB, SPREAD FOOTING, OR FENCE
7. EXOTHERMIC WELD GROUND CONNECTION TO FENCE POST: TREAT WITH A COLO GALVANIZED SPRAY
8. GROUND BARS:
 - A. EQUIPMENT GROUND BUS BAR (EOB) LOCATED AT BOTTOM OF ANTENNA PILE/PAKET TOP MAINS GROUNDING. JUMPER CONNECTIONS TO COAX FEEDER CABLES SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. JUMPERS (FURNISHED BY OWNERS) SHALL BE INSTALLED AND CONNECTED BY ELECTRICAL CONTRACTOR.
 - B. MAIN GROUND BUS BAR (MGB) LOCATED NEAR THE BASE OF THE RADIO EQUIPMENT (RADIO) SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR.
9. ALL GROUNDING INSTALLATIONS AND CONNECTIONS SHALL BE MADE BY ELECTRICAL CONTRACTOR
10. OBSERVE N.E.C. AND LOCAL UTILITY REQUIREMENTS FOR ELECTRICAL SERVICE GROUNDING
11. GROUNDING ATTACHMENT TO TOWER SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS OR AT GROUNDING POINTS PROVIDED (2 MINIMUM)
12. IF EQUIPMENT IS IN A C.I. FENCE ENCLOSURE, GROUND ONLY CORNER POSTS AND SUPPORT POSTS TO GATE. IF CHAIN LINK LD IS USED, THEN GROUND LD ALSO.
13. GROUNDING @ PFC CABINET SHALL BE VERTICALLY INSTALLED
14. ALL GROUNDING FOR ANTENNAS SHALL BE CONNECTED SO THAT IT WILL BY-PASS MAIN BUSS BAR.
15. ALL ENT RINGS SHALL BE GROUNDED AND HAVE A BUSHING NO PVC ABOVE GROUND
16. USE SEPARATE HOLES FOR GROUNDING @ BUSS BAR. NO "DOUBLING-UP" OF HOLES
17. POWER AND TELCO CABLES SHALL BE GROUNDED (BONDED) TOGETHER
18. NO 7. AND 8" ALLOWED ON GROUNDING.
19. PROVIDE STAINLESS STEEL CLAMP AND BRASS TAGS ON COAX @ ANTENNAS AND DOORHOLES.



EQUIPMENT GROUNDING PLAN

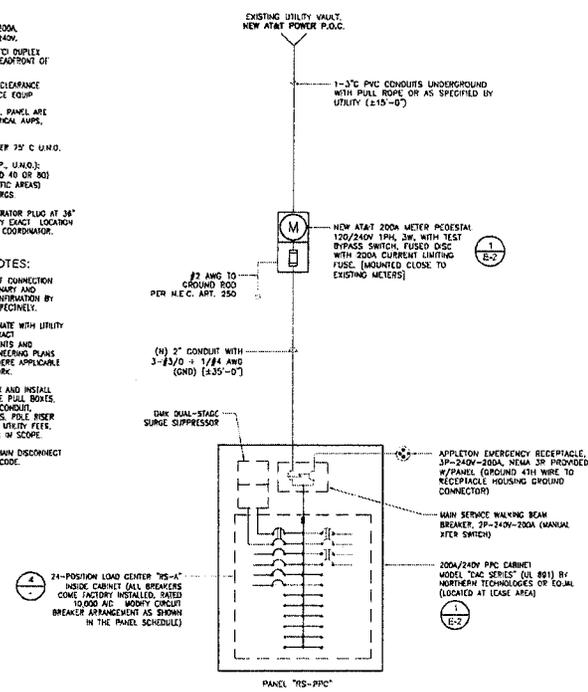
1

ELECTRICAL NOTES:

1. SERVICE POWER SHALL BE 200A, 14. 3W, 120/240V OR 125/240V.
2. UTILITY RECEPTACLE IS A GRID DUPLEX OUTLET INSTALLED IN THE REARPORT OF PFC.
3. PROVIDE A MIN 36" WORK CLEARANCE IN FRONT OF PANELS/SERVICE COUP.
4. ALL BREAKERS IN THE ELEC. PANEL ARE RATED 10000 RMS SYMMETRICAL AMPS, 240V MAX. 75 C.
5. ALL WIRING SHALL BE COPPER 75° C UNDO.
6. CONDUIT REQUIREMENTS (TYP. U.S.A.): UNDERGROUND: PVC (SCHED 40 OR 80) INDOOR: EMT (RIGS IN PLASTIC AREAS) OUTDOOR (ABOVE GRADE): RGS
7. APPLETON EMERGENCY GENERATOR PLUG AT 36" AFF. CONTRACTOR TO VERIFY EXACT LOCATION WITH LANDLORD AND UTILITY COORDINATOR.

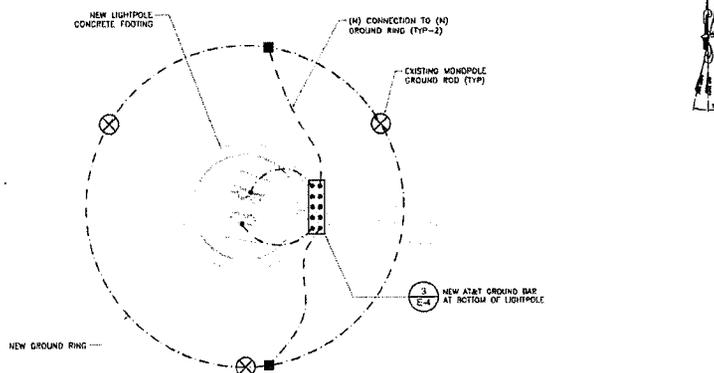
POWER AND TELCO NOTES:

1. POWER AND TELCO POINT OF CONNECTION AND EASUREMENT ARE PRELIMINARY AND SUBJECT TO CHANGE TO DISCRETION BY THE UTILITY COMPANIES RESPECTIVELY.
2. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT WORK/INSTALLATION REQUIREMENTS AND CONSTRUCT TO UTILITY ENGINEERING PLANS AND SPECIFICATIONS ONLY WHERE APPLICABLE PER PROJECT SCOPE OF WORK.
3. CONTRACTOR SHALL FURNISH AND INSTALL CONDUIT, PULL WIRES, CABLE PULL BOXES, CONCRETE ENCLOSURE OF CONDUIT, TRANSFORMER PAD, BARBERS, POLY RISER TERMINALS, NEW TALL AND UTILITY FEES, AND INCLUDE REQUIREMENTS OF SCOPE.
4. CONTRACTOR SHALL LABEL MAIN DISCONNECT SWITCHES AS REQUIRED BY CODE.



ONE LINE DIAGRAM

3



ANTENNA GROUNDING PLAN

2

PANEL "AT&T - A" SCHEDULE

INTERSECT POP MODEL# ACH2200SS42 ATS W/TIMER DUAL 200A MAIN BKRS, 22% AIC RATED L.L. LISTED LIT1008-200A 120/240, 1PHASE

CKT NO.	CKT BKR	QTY	DESCRIPTION	LOAD (WATTS)					DESCRIPTION	QTY	CKT BKR	CKT NO.		
				L1	L2	LCL	L1	L2					MISC	REC
1	30	2	TVSS	0	0	2880			BTS FEED 1	1	1	2	50	2
3			TVSS			0		2880	BTS FEED 1					4
5	50	2	BTS FEED 2	2880		2880		2880	BTS FEED 2	1		2	50	6
7			BTS FEED 2			2880		2880	BTS FEED 2					8
9	50	2	BTS FEED 4	2880		2880		2880	BTS FEED 4	1		2	50	10
11			BTS FEED 4			2880		2880	BTS FEED 4					12
13			BLANK						BLANK					14
15			BLANK						BLANK					16
17	20	1	2	WORK LIGHT	100				BLANK					18
19			BLANK						BLANK					20
21			BLANK						BLANK					22
23			BLANK						BLANK					24
25			BLANK						BLANK					26
27			BLANK						BLANK					28
29			BLANK						BLANK					30
31			BLANK						BLANK					32
33			BLANK						BLANK					34
35			BLANK						BLANK					36
37			BLANK						BLANK					38
39			BLANK						BLANK					40
41			BLANK						BLANK					42
PHASE TOTAL (WATTS)				11820	11520	5760								
PHASE BALANCE				58.45	49.65									
TOTAL CONNECTED LOAD (WATTS)				23340										
25% OF LARGEST CONTINUOUS LOAD (LCL)				1440										
TOTAL LOAD (WATTS)				29100										
TOTAL LOAD (AMPS)				121.3										

INTERNAL SOKA TVSS IS BUSS CONNECTED VIA BREAKERS. ALL BREAKERS TO BE PROVIDED AND INSTALLED BY THE SUBCONTRACTOR.

PANEL SCHEDULE

4

APPPLICANTS:

15250 PINE PLAZA DRIVE
CERRITOS, CA 90503

PROJECT INFORMATION:

**COLDWATER CYN
LINDACREST ROW
SITE NO. EL0358-01**

1200 COLDWATER CYN RD
BEVERLY HILLS, CA 90210

REVISIONS:

NO.	DATE	DESCRIPTION	BY
A	08/16/10	100% CONSTRUCTION	CC
D	07/13/10	100% CONSTRUCTION	WT

CONSULTANT:

12308 1/2 ST. CERRITOS, CA 90503

12750 CENTER COURT DRIVE, SUITE 340
CERRITOS, CA 90503

ENGINEER:

P.O. CORPORATION

13225 DANIELSON ST., SUITE 200
POMONA, CA 92664
TEL: (951) 668-2828
FAX: (951) 668-2827

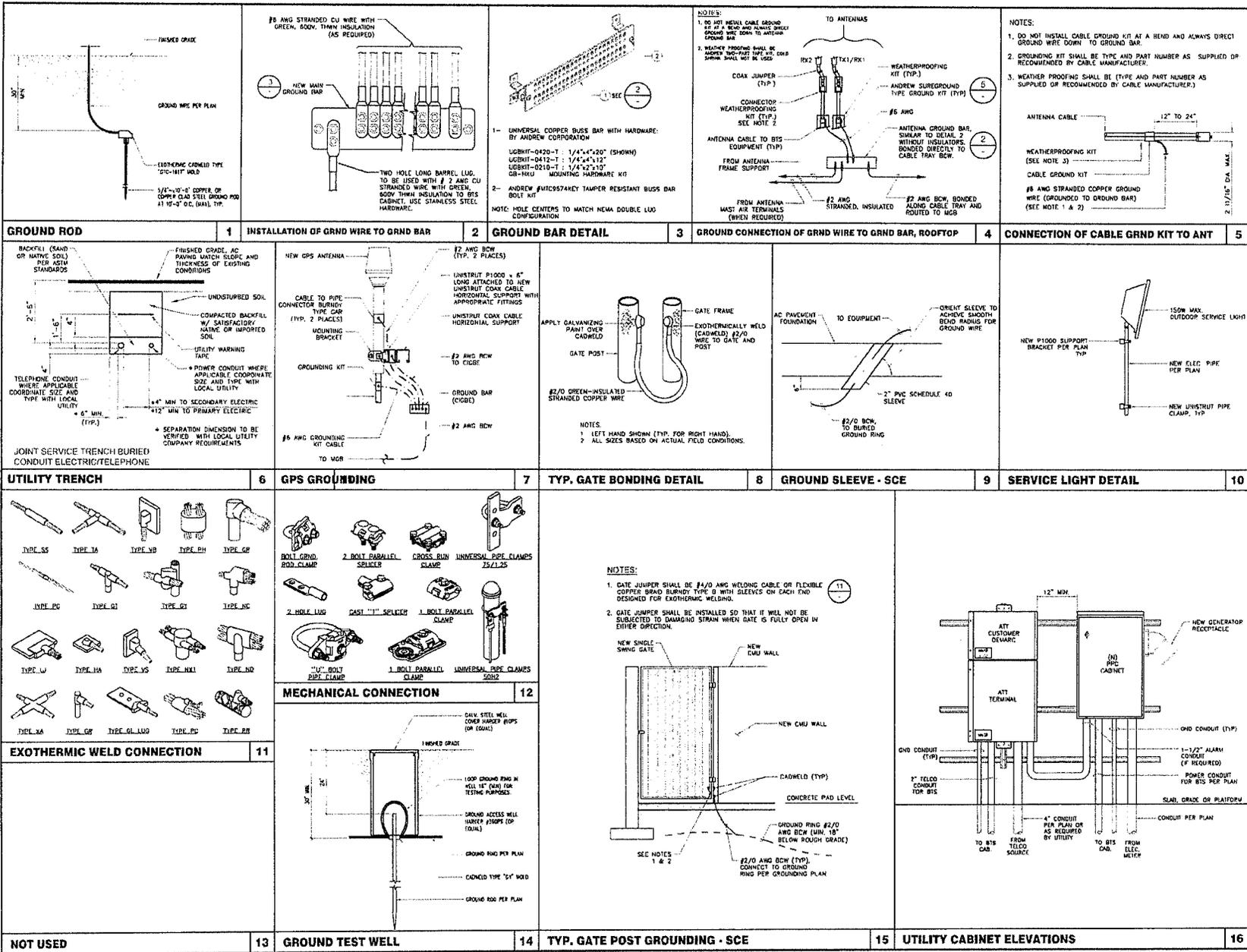
LICENSEE:

SHEET TITLE:

**EQUIPMENT GROUNDING PLAN
ONE LINE DIAGRAM
AND PANEL SCHEDULE**

SHEET NUMBER:

E-3



APPLICANT:

 1200 PARK PLAZA DRIVE
 CERRITOS, CA 90703

PROJECT INFORMATION:
**COLDWATER CYN
 LINDACREST ROW
 SITE NO. EL0358-01**
 1200 COLDWATER CYN RD
 BEVERLY HILLS, CA 90210

REVISIONS:

NO.	DATE	DESCRIPTION	BY
A	08/16/10	90% CONSTRUCTION	CC
D	07/13/10	100% CONSTRUCTION	WT

CONSULTANT:

Verland Contracting Inc.
 1901 N. West Coast
 12750 CENTER COURT DRIVE, SUITE 340
 CERRITOS, CA 90703

ENGINEER:
PDC CORPORATION

 13225 DAVENLOW ST., SUITE 200
 FOWAY, CA 90244
 TEL: (858) 668-2819
 FAX: (858) 668-2827

REGISTERED PROFESSIONAL ENGINEER
DENNIS P. LANGRISH
 No. E10995
 EXP. 06-30-11
 ELECTRICAL
 STATE OF CALIFORNIA

SHEET TITLE:
**ELECTRICAL AND
 GROUNDING
 DETAILS**

SHEET NUMBER:
E-4



PDC Corp
 13225 Danielson Street,
 Ste 200
 Poway, CA 92064

EL0358-01
COLD WATER CYN LINDACREST ROW
 1200 COLD WATER CYN ROAD
 BEVERLY HILLS, CA 90210



12900 PARK PLAZA DRIVE
 CERRITOS, CA 90703

LOCATION



EXISTING

NORTHEAST LOOKING SOUTHWEST

PROPOSED





PDC Corp
 13225 Danielson Street,
 Ste 200
 Poway, CA 92064

EL0358-01
COLD WATER CYN LINDACREST ROW
 1200 COLD WATER CYN ROAD
 BEVERLY HILLS, CA 90210



12900 PARK PLAZA DRIVE
 CERRITOS, CA 90703

LOCATION



EXISTING

SOUTH LOOKING NORTH

PROPOSED





PDC Corp
 13225 Danielson Street,
 Ste 200
 Poway, CA 92064

EL0358-01

COLD WATER CYN LINDACREST ROW

**1200 COLD WATER CYN ROAD
 BEVERLY HILLS, CA 90210**



12900 PARK PLAZA DRIVE
 CERRITOS, CA 90703

LOCATION



EXISTING

EAST LOOKING WEST

PROPOSED



EXHIBIT "D"

FORM OF MEMORANDUM OF LEASE

(Attached.)

MEMORANDUM OF LEASE

RECORDING REQUESTED BY; AND
WHEN RECORDED RETURN TO:

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

[Space Above For Recorder's Use Only]

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

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is dated as of _____, 2010, 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, a portion (the "**Premises**") of that certain real property located in the City of Beverly Hills, County of Los Angeles, State of California, at 1201 Coldwater Canyon Drive that is 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: _____
JIMMY DELSHAD, 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

ACKNOWLEDGMENT

State of California)
)
County of _____)

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

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to t
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(
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)
Signature of Notary Public

This page is part of your document - DO NOT DISCARD



20101520691



Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

10/22/10 AT 04:05PM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201010220780200

00003167936



002954935

SEQ:
01

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

2

MEMORANDUM OF LEASE

RECORDING REQUESTED BY; AND
WHEN RECORDED RETURN TO:

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



[Space Above For Recorder's Use Only]

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

MEMORANDUM OF LEASE

AGREEMENT NO.

383-10

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is dated as of August 31, 2010, 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**").

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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.

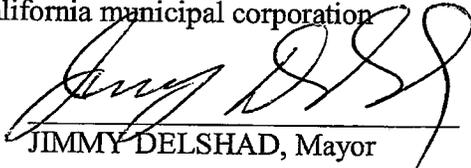
2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any provision of this Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.

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.

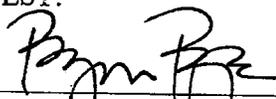
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

CITY:

CITY OF BEVERLY HILLS,
a California municipal corporation

By: 
JIMMY DELSHAD, Mayor

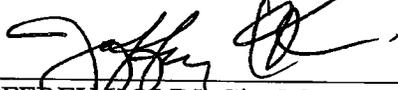
ATTEST:


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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

On August 17, 2010 before me,

Alma Pineda - Notary Public

Here Insert Name and Title of the Officer

personally appeared

Mark Rivera

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

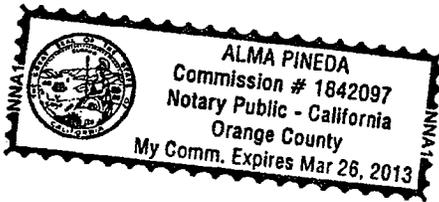
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Alma Pineda

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: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

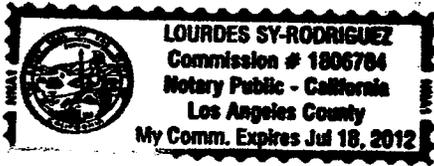
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles }

On Sept. 21, 2010 before me, Lourdes Sy-Rodriguez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jimmy Delshad -----
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature Lourdes Sy-Rodriguez
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: Memorandum of Lease

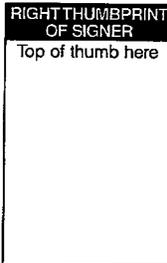
Document Date: Aug. 31, 2010 Number of Pages: 7

Signer(s) Other Than Named Above: Mark Rivera

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



RICK AUERBACH
ASSESSOR

COUNTY OF LOS ANGELES • OFFICE OF THE ASSESSOR
500 WEST TEMPLE STREET, ROOM 225 • LOS ANGELES, CA 90012-2770
Telephone: 213.974.3211 • Email: helpdesk@assessor.lacounty.gov • Website: assessor.lacounty.gov
Si desea ayuda en Español, llame al número 213.974.3211

FOR RECORDER'S USE ONLY	
DOCUMENT NUMBER	
RECORDING DATE	

PRELIMINARY CHANGE OF OWNERSHIP REPORT

[To be completed by transferee (buyer) prior to transfer of subject property in accordance with section 480.3 of the Revenue and Taxation Code.] A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located; this particular form may be used in all 58 counties of California.

THIS REPORT IS NOT A PUBLIC DOCUMENT

SELLER/TRANSFEROR: CITY OF BEVERLY HILLS
 BUYER/TRANSFEE: NEW CINGULAR WIRELESS PCS, LLC
 ASSESSOR'S PARCEL NUMBER(S) UNKNOWN
 PROPERTY ADDRESS OR LOCATION: 1201 COLDWATER CANYON DR, BEVERLY HILLS, CA 90210
 MAIL TAX INFORMATION TO: Name AT&T LEGAL DEPARTMENT RE: SITE #EL0358
 Address 16631 NE 72ND WAY, REDMOND, WA 98052-7827

NOTICE: A lien for property taxes applies to your property on January 1 of each year for the taxes owing in the following fiscal year, July 1 through June 30. One-half of these taxes is due November 1, and one-half is due February 1. The first installment becomes delinquent on December 10, and the second installment becomes delinquent on April 10. One tax bill is mailed before November 1 to the owner of record. You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.

The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the Los Angeles County Assessor. For further information on your supplemental roll obligation, please call the Los Angeles County Assessor at (213) 974-3211.

PART I: TRANSFER INFORMATION (please answer all questions)

- | | | |
|--------------------------|-------------------------------------|--|
| YES | NO | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | A. Is this transfer solely between husband and wife (addition of a spouse, death of a spouse, divorce settlement, etc.)? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | B. Is this transaction only a correction of the name(s) of the person(s) holding title to the property (for example, a name change upon marriage)? Please explain _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | C. Is this document recorded to create, terminate, or reconvey a lender's interest in the property? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | D. Is this transaction recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner)? Please explain _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | E. Is this document recorded to substitute a trustee of a trust, mortgage, or other similar document? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | F. Did this transfer result in the creation of a joint tenancy in which the seller (transferor) remains as one of the joint tenants? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | G. Does this transfer return property to the person who created the joint tenancy (original transferor)? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | H. Is this a transfer of property: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. to a revocable trust that may be revoked by the transferor and is for the benefit of the <input type="checkbox"/> transferor <input type="checkbox"/> transferor's spouse? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. to a trust that may be revoked by the Creator/Grantor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the Creator/Grantor dies? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. to an irrevocable trust for the benefit of the <input type="checkbox"/> Creator/Grantor and/or <input type="checkbox"/> Grantor's spouse? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. to an irrevocable trust from which the property reverts to the Creator/Grantor within 12 years? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | I. If this property is subject to a lease, is the remaining lease term 35 years or more including written options? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | *J. Is this a transfer between <input type="checkbox"/> parent(s) and child(ren)? <input type="checkbox"/> or from grandparent(s) to grandchild(ren)? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | *K. Is this transaction to replace a principal residence by a person 55 years of age or older?
Within the same county? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | *L. Is this transaction to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5? Within the same county? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | M. Is this transfer solely between domestic partners currently registered with the California Secretary of State? |

*If you checked yes to J, K or L, you may qualify for a property tax reassessment exclusion, which may result in lower taxes on your property. If you do not file a claim, your property will be reassessed.

Please provide any other information that will help the Assessor to understand the nature of the transfer.

If the conveying document constitutes an exclusion from a change in ownership as defined in section 62 of the Revenue and Taxation Code for any reason other than those listed above, set forth the specific exclusions claimed: _____

Please answer all questions in each section. If a question does not apply, indicate with "N/A." Sign and date at bottom of second page.

PART II: OTHER TRANSFER INFORMATION

- A. Date of transfer if other than recording date _____
- B. Type of transfer (please check appropriate box):
- | | | | | |
|--|--|---|--|--|
| <input type="checkbox"/> Purchase | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Gift | <input type="checkbox"/> Trade or Exchange | <input type="checkbox"/> Merger, Stock, or Partnership Acquisition |
| <input type="checkbox"/> Contract of Sale - Date of Contract _____ | | | | |
| <input type="checkbox"/> Inheritance - Date of Death _____ | <input type="checkbox"/> Other (please explain): _____ | | | |
| <input checked="" type="checkbox"/> Creation of Lease | <input type="checkbox"/> Assignment of a Lease | <input type="checkbox"/> Termination of a Lease | <input type="checkbox"/> Sale/Leaseback | |
| <input checked="" type="checkbox"/> Date lease began 8-31-10 | | | | |
| <input checked="" type="checkbox"/> Original term in years (including written options) 25 YEARS | | | | |
| <input checked="" type="checkbox"/> Remaining term in years (including written options) 25 YEARS | | | | |
| Monthly Payment \$1,500 | Remaining Term \$1,500 | | | |
- C. Was only a partial interest in the property transferred? Yes No
If yes, indicate the percentage transferred _____ %.

Please write Assessor's Parcel Number(s): _____

Please answer, to the best of your knowledge, all applicable questions, then sign and date. If a question does not apply, indicate with "N/A."

PART III: PURCHASE PRICE AND TERMS OF SALE

- A. CASH DOWN PAYMENT OR value of trade or exchange (excluding closing costs) Amount \$ _____
- B. FIRST DEED OF TRUST @ _____ % interest for _____ years. Pymts./Mo. = \$ _____ (Prin. & Int. only) Amount \$ _____
 FHA (Discount Points) Fixed rate New loan
 Conventional Variable rate Assumed existing loan balance
 VA (Discount Points) All inclusive D.T. (\$ _____ Wrapped) Bank or savings & loan
 Cal-Vet Loan carried by seller Finance company
 Balloon payment Yes No Due Date _____ Amount \$ _____
- C. SECOND DEED OF TRUST @ _____ % interest for _____ years. Pymts./Mo. = \$ _____ (Prin. & Int. only) Amount \$ _____
 Bank or savings & loan Fixed rate New loan
 Loan carried by seller Variable rate Assumed existing loan balance
 Balloon payment Yes No Due Date _____ Amount \$ _____
- D. OTHER FINANCING: Is other financing involved not covered in (b) or (c) above? Yes No Amount \$ _____
 Type _____ @ _____ % interest for _____ years. Pymts./Mo. = \$ _____ (Prin. & Int. only)
 Bank or savings & loan Fixed rate New loan
 Loan carried by seller Variable rate Assumed existing loan balance
 Balloon payment Yes No Due Date _____ Amount \$ _____
- E. WAS AN IMPROVEMENT BOND ASSUMED BY THE BUYER? Yes No Outstanding Balance: Amount \$ _____
- F. TOTAL PURCHASE PRICE (or acquisition price, if traded or exchanged, include real estate commission if paid)

TOTAL ITEMS A THROUGH E

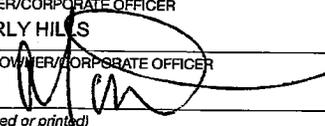
\$ 0

- G. PROPERTY PURCHASED Through a broker Direct from seller From a family member Other (please explain): _____
 If purchased through a broker, provide broker's name and phone number: _____
 Please explain any special terms, seller concessions, or financing and any other information that would help the Assessor understand the purchase price and terms of sale: _____

PART IV: PROPERTY INFORMATION

- A. TYPE OF PROPERTY TRANSFERRED:
 Single-family residence Agricultural Timeshare
 Multiple-family residence (no. of units: _____) Co-op/Own-your-own Manufactured home
 Commercial/Industrial Condominium Unimproved lot
 Other (Description: i.e., timber, mineral, water rights, etc. _____)
- B. IS THIS PROPERTY INTENDED AS YOUR PRINCIPAL RESIDENCE? Yes No
 If yes, enter date of occupancy _____ / _____ / 20____ or intended occupancy _____ / _____ / 20____
- C. IS PERSONAL/BUSINESS PROPERTY INCLUDED IN PURCHASE PRICE (i.e., furniture, farm equipment, machinery, etc.) (other than a manufactured home subject to local property tax)? Yes No
 If yes, enter the value of the personal/business property included in the purchase price \$ _____ (Must attach itemized list.)
- D. IS A MANUFACTURED HOME INCLUDED IN PURCHASE PRICE? Yes No
 If yes, how much of the purchase price is allocated to the manufactured home? \$ _____
 Is the manufactured home subject to local property tax? Yes No What is the decal number? _____
- E. DOES THE PROPERTY PRODUCE INCOME? Yes No If yes, is the income from:
 Lease/Rent Contract Mineral rights Other (please explain): _____
- F. WHAT WAS THE CONDITION OF THE PROPERTY AT THE TIME OF SALE?
 Good Average Fair Poor **N/A No sale**
 Please explain the physical condition of the property and provide any other information (such as restrictions, etc.) that would assist the Assessor in determining the value of the property: _____

CERTIFICATION

OWNERSHIP TYPE (✓) Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other Local Gov <input checked="" type="checkbox"/>	I certify that the foregoing is true, correct and complete to the best of my knowledge and belief. This declaration is binding on each and every co-owner and/or partner.	
NAME OF NEW OWNER/CORPORATE OFFICER CITY OF BEVERLY HILLS	TITLE CITY MANAGER	
SIGNATURE OF NEW OWNER/CORPORATE OFFICER 	DATE 9/30/10	
NAME OF ENTITY (typed or printed) CITY OF BEVERLY HILLS	FEDERAL EMPLOYER ID NUMBER 95-6000678	
ADDRESS (typed or printed) 455 N REXFORD DRIVE, BEVERLY HILLS, CA 90210	PHONE NUMBER (8 a.m. - 5 p.m.) (310) 285-2426	
E-MAIL ADDRESS (optional) N/A		

(NOTE: The Assessor may contact you for additional information.)
 If a document evidencing a change of ownership is presented to the recorder for recordation without the concurrent filing of a preliminary change of ownership report, the recorder may charge an additional recording fee of twenty dollars (\$20).