

**TOWN OF
APPLE VALLEY, CALIFORNIA**

AGENDA MATTER

Subject Item:

T-MOBILE WIRELESS SITE AGREEMENT

Previously, the Town Council directed staff to market Town-owned properties to telecommunication service providers for the purpose of generating additional revenue to the Town. This lease agreement, if approved, will permit the replacement of an eighty (80)-foot tall light standard with wireless telecommunication antenna. The monopole, designed as a light standard, will house the wireless antennas located at Brewster Sports Center. A 256 square foot equipment shelter will also be constructed for operations of the facility. Under Special Use Permit No. 2010-01, the application was approved by staff for this facility on April 1, 2010.

The Agreement is similar to previously approved agreements with an initial term of five (5) years and four (4) renewal, five (5) year terms with several negotiated items that include:

- The initial rent rate is \$2,210 per month and contains an annual Consumer Price Index (CPI) escalator of not less than three percent (3%) and not more than five percent (5%).
- Includes a one-time bonus payment of \$20,000.
- In the event the Lessee subleases the facility (Co-location), an additional payment of \$450.00_payable to the Town per co-locator will be required unless such co-locator obtains a ground lease with the Town for ground based equipment.

The attached Agreement and Memorandum have been executed by T-Mobile West Corporation and will go into effect upon approval by Council of the Agreement and execution of same by the Mayor. Based upon the foregoing, staff recommends adoption of the form motion.

Recommended Action:

That the Town Council approve the attached T-Mobile Site Lease Agreement and Memorandum of Lease between T-Mobile West Corporation and the Town for the purpose of installing a T-Mobile owned telecommunication facility at Brewster Sports Center.

Proposed by: Planning _____ **Item Number** _____

Town Manager Approval: _____ **Budget Item** Yes No N/A

September 28, 2010 Town Council Meeting

Market: Inland Empire
Cell Site Number: IE24250A
Cell Site Name: L.B. Sports

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement"), dated as of _____ 2010, is between T-MOBILE WEST CORPORATION, A DELAWARE CORPORATION, having a mailing address of 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707 ("Lessee") and TOWN OF APPLE VALLEY successor agency to Apple Valley Recreation and Park District, as to parcel B, A MUNICIPAL CORPORATION having a mailing address of 14955 Dale Evans Parkway, Apple Valley, CA 92307 ("Owner").

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Property and Use. Owner is the owner of the real property described in Exhibit A commonly known as 21024 Otoe Road, Apple Valley, CA 92307 in the County of San Bernardino, State of California (Assessor's Parcel Number: 0440-012-60) ("Property") and Owner hereby leases to Lessee, the site described as land consisting of approximately three hundred and seventy six (376) square feet, upon which Lessee will construct its equipment base station and antenna structure; and space required for cable runs to connect communications equipment and antennas, in the location(s) on the Property shown on Exhibit B, together with a non-exclusive easement for access thereto and to the appropriate, in the discretion of Lessee, source of electric and telephone facilities (collectively, the "Site"). The Site may be used by Lessee for any lawful activity in connection with the provisions of mobile/wireless communications services, including without limitation, the transmission, amplification and the receptions of radio communication signals on various frequencies and the construction, installation, removal, replacement, maintenance, modification and operation of radio communications facilities, equipment for the transmission, amplification and reception of signals, related antennas, equipment, back-up power sources (including generators and batteries), cable, wiring and fixtures, utility lines, transmission lines, and, if applicable, an antenna structure with supporting structures and improvements (collectively, "Lessee's Facilities"). Owner grants rights of ingress to and egress from the Site to Lessee, Lessee's employees, agents, contractors, subcontractors and assigns for the above stated purpose. Owner shall provide Lessee, Lessee's employees, agents, contractors, subcontractors and assigns with the access to the Site twenty-four (24) hours per day, seven (7) days per week, at no charge to Lessee. Subject to the interference provisions contained herein, Lessee will use the Site in a manner which shall not unreasonably interfere with Owner's use of the Property.

Prior to the Commencement Date, Owner agrees to permit Lessee ingress and egress to the Site to conduct such surveys, structural strength analysis, subsurface boring tests and other reasonably necessary tests (collectively "Tests") as Lessee may deem necessary to determine the suitability of the Site for Lessee's Facilities and for the purpose of preparing for the construction of Lessee's Facilities, at the sole cost of Lessee. Lessee will notify Owner of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Owner, and will repair any damage to the Property caused by such Tests to the condition existing prior to the commencement of such Tests.

Market: Inland Empire
Cell Site Number: IE24250A
Cell Site Name: L.B. Sports

2. Term. The term of this Agreement (the "Initial Term") is five (5) years, commencing on the earlier of the Lessee commencement of construction of Lessee's Facilities, or sixty (60) days after the issuance of a local building permit for Lessee's Facilities ("Commencement Date"). This Agreement will be automatically renewed on the same terms and conditions as set forth herein, except that Rent shall be increased as set forth below, for up to four (4) additional terms (each a "Renewal Term") of five (5) years each, unless Lessee provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. On the Commencement Date Lessee will commence payment of rent in advance in equal monthly installments in the amount of Two Thousand two hundred ten and no/100 Dollars (\$2,210.00) ("Rent") (until increased as set forth herein), partial months to be pro-rated. If Rent payments begin on a day other than the first day of a calendar month, Lessee may prorate Rent for the remainder of the calendar month in which Rent commences, and thereafter, Lessee shall pay a full month's Rent by the fifth day of each calendar month, except that payment shall be prorated for the final fractional month's Rent on the fifth day of each calendar month, except that payment shall be prorated for the final fractional month of this Agreement. The initial Rent payment will be forwarded by Lessee to Owner within sixty (60) days after the Commencement Date. The Rent due hereunder will be increased on each anniversary of the Commencement Date to an amount equal to the amount of the monthly installment of Rent payable during the preceding year increased by the greater of: (i) three percent (3%) or (ii) the percentage change in the CPI during such year. "CPI" means the Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside-Orange County Area (1982-84 = 100) published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index if such index is discontinued). In no event will the amount of the monthly installment of Rent due following such adjustment by greater than four percent (4%) of the amount of such installment during the preceding 12-month period. Upon commencement of construction of Lessee's Facilities, lessee shall make a one-time lump sum payment of Twenty Thousand and 00/100 Dollars (\$20,000.00) to owner as consideration for entering into this Agreement.

4. Title and Quiet Possession. Owner represents and warrants: (a) that it is the owner of the Site and Property, and has full rights of ingress to and egress from the Site; (b) that it has the right to enter into this Agreement and execution and performance of this Agreement will not violate any laws, ordinances, covenants, restrictions or the provisions of any mortgage, lease, or other agreement binding on Owner; (c) that the person signing this Agreement has the authority to sign; (d) that Lessee is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as lessee is not in technical default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to Lessee's Facilities.

5. Assignment/Subletting. Lessee will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonable withheld, delayed or conditioned; provided, however, Lessee shall have the right without consent but upon notice to Owner, or assign its rights under this Agreement to its parent company, to any of its, or its parent company's subsidiaries partners, or affiliates or successor legal entities or to any entity acquiring substantially all of the assets of Lessee in the market defined by the Federal Communications Commission in which the Property is located, or to any tower management company. Upon such assignment, Lessee shall be relieved of all liabilities and obligations accruing thereafter hereunder and Owner shall look solely to the assignee for

Market: Inland Empire
Cell Site Number: IE24250A
Cell Site Name: L.B. Sports

performance under this Agreement and all obligations accruing thereafter hereunder provided such assignee assumes all such obligations in writing and is of substantially similar financial strength or credit worthiness as Lessee. Lessee shall have the right to sublease the Premises, in whole or in part, without Owner's consent. In the event that Lessee subleases any portion of the Premises, Lessee will pay to Owner Four Hundred Fifty and 00/100 Dollars (\$450.00) per collocator unless such collocator obtains a ground lease with Owner for its ground based equipment in support of its antenna or other equipment located on Lessee's antenna support structure. In such case, Owner shall be entitled to retain all revenue derived from its ground lease with each such collocator and Lessee shall have the right to retain all revenue derived from its collocation agreements. Additionally, Lessee may, upon notice to Owner, collaterally assign or grant a security interest in this Agreement and the Lessee's Facilities, and may assign this Agreement and the Lessee's Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Owner shall execute such consent to leasehold financing as may reasonably be required by such Secured Parties.

6. Notices. All notices must be in writing and are effective three (3) days after being deposited in the U.S. mail, certified and postage prepaid, return receipt requested, or when sent via overnight delivery by a reliable national carrier, return receipt requested. Either party may change the designated notice address upon ten (10) days prior written notice. If lessee is to pay Rent to a payee other than the Owner, Owner shall notify Lessee in advance in writing of the payee's name and address. In the event Owner revokes the Rent assignment, Owner shall immediately notify Lessee pursuant to Section 6 and waives all rights of recovery and releases Lessee from any and all claims arising from the Rent assignment.

Notices to Lessee shall be sent to:

T-Mobile USA, Inc.
12920 SE 38th Street
Santa Ana, CA 92707
Attn: PCS Lease Administrator / IE24250A
Site Name: L.B. Sports Complex

And with a copy to:

Attn: Legal Dept. / IE24250A

With a copy concurrently to:

T-Mobile West Corporation
12920 SE 38th Street
Santa Ana, CA 92707
Attn: Lease Administration Manager / IE24250A
Site Name: L.B. Sports Complex

And with a copy to:

Attn: Legal Dept. / IE24250A

Notices to Owner must be sent to:

Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92307
Phone: (760) 240-7000
Fax: (760) 240-7399

Market: Inland Empire
Cell Site Number: IE24250A
Cell Site Name: L.B. Sports

7. Improvements. Owner agrees to cooperate with Lessee with respect to making application for and obtaining any required licenses, permits, and any and all other necessary approvals for the Site and such improvements that may be required for Lessee's intended use of the Site. Lessee shall have the right to install any warning signs on or about the Site required by federal, state, or local law. All of Lessee's construction and installation work shall be performed at Lessee's sole expense and in a good and workmanlike manner, in compliance with the drawings attached hereto as Exhibit B and approved by Owner. Title to Lessee's Facilities and any equipment placed on the Site by the Lessee shall be held by Lessee at all times. Lessee's Facilities shall not be considered fixtures and Owner hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Lessee's Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Owner gives Lessee and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Lessee's and/or Secured Parties' sole discretion and with prior notification to Owner. Upon expiration of this Agreement or within sixty (60) days after an early termination of this Agreement, Lessee shall remove the Lessee's Facilities and will restore the Site to the condition existing on the Commencement Date, except for underground conduit and foundations, ordinary wear and tear and damage by fire or other casualty loss.

8. Compliance with Laws. Owner represents that the Property (including the Site), and all improvements located thereon, are and shall remain in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Lessee will comply with all applicable laws directly relating to Lessee's operation of Lessee's Facilities and the improvements constructed by Lessee at the Site.

9. Interference. Lessee will resolve technical interference problems with other equipment located on the Property prior in time to the installation of the Lessee's Facilities, or with any equipment that Lessee attached to the Site at any future date when Lessee desires to add additional equipment to the Site. Similarly, Owner shall not use, nor shall Owner permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the prior existing equipment of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

10. Utilities. Owner represents that utilities are available for Lessee's use of the Site which are adequate for Lessee's use to power the Lessee's Facilities. Lessee will pay for all utilities for the use, operation, and maintenance of Lessee's Facilities at the Site at the rate charged by the servicing utility provider. Should Lessee find, in its sole discretion, now or in the future, that existing utilities are inadequate, Lessee shall have the right, with the prior written consent of Owner, which shall not be unreasonably withheld, conditioned or delayed, to install additional utilities, at Lessee's expense, and to improve the present utilities on the Site (including, but not limited to the installation of back-up power). Lessee shall have the right to place utilities on (or to bring utilities across) the Property, with the prior written consent of Owner, which shall not be unreasonably withheld, conditioned or delayed, in order to

Market: Inland Empire
Cell Site Number: IE24250A
Cell Site Name: L.B. Sports

service the Lessee's Facilities at the Site. Owner shall cooperate with Lessee in Lessee's efforts to bring utilities to Lessee's Facilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. Lessee may terminate this Agreement at any time by notice to Owner without further liability if: (i) Lessee does not obtain all permits, consents, easements, non-disturbance agreements or other approvals (collectively, "Approvals") reasonably desired by Lessee or required from any governmental authority or any third party related to or reasonably necessary to operate Lessee's Facilities system, or if any such Approvals, is/are cancelled, expires or is withdrawn or terminated, or (ii) if Owner fails to have proper ownership of the Site or authority to enter into this Agreement or a title report shows any defects of title or any liens or encumbrances which, in the opinion of the Lessee, may adversely affect Lessee's use of the Site, or (iii) if Lessee, for any other reason, in its sole discretion, determines that the Site is inappropriate for Lessee's intended use. Upon termination, all prepaid Rent shall be retained by Owner, unless termination is pursuant to (ii) above or is a result of Owner's default.

12. Default. In addition to as otherwise set forth herein, if either party is in default under this Agreement for a period of: (a) fifteen (15) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and Lessee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss to the extent caused by the ownership, negligent use and/or occupancy of the Property by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive the termination of this Agreement.

14. Hazardous Substances. Owner represents that is has no knowledge of any substance, chemical or waste, including but not limited to, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels, (collectively, "hazardous substance") on or under the Site or Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law. Owner shall indemnify and hold Lessee harmless from and against all claims, actions, damages, fines liabilities, costs and expenses (including attorneys and expert fees) arising, directly or indirectly, from the presence of any substance on, under or around the Property or the Site, unless said substance was actually brought onto the Property or Site by Lessee. This obligation to indemnify Lessee shall include damages, costs and expenses incurred in connection with any investigation, cleanup, remediation, monitoring, removal or restoration related to the presence of any substance. This indemnity shall survive the expiration or termination of this Agreement.

15. Subordination/Non-disturbance. This Agreement is subordinate to any lien, mortgage or deed of trust now of record against the Property. However, promptly after this Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to Lessee from any present mortgagee(s) or holder(s) of a deed of trust confirming that Lessee's right to quiet possession of the Site during the Initial Term and any Renewal Terms of this Agreement shall not

Market: Inland Empire
Cell Site Number: IE24250A
Cell Site Name: L.B. Sports

be disturbed, so long as Lessee is not in technical default under this Agreement beyond any applicable cure periods.

16. Taxes. Lessee will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of Lessee's Facilities on the Site. Lessee will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by Lessee within sixty (60) days after receipt of satisfactory documentation indicating calculation of Lessee's shares of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the Property of which the Site is a part. Lessee's obligation to pay such taxes will expire with the expiration or earlier termination of this Agreement.

17. Insurance. Lessee will procure and maintain commercial general liability insurance, with limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within thirty (30) days of written request. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Owner. Each party to this Agreement shall maintain standard form property insurance ("All Risk" coverage) equal to at least ninety percent (90%) of the replacement cost covering their respective property interest. Each party hereby waives any rights of recovery against the other for any loss or damage covered by the property insurance policies maintained by the waiting party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any property damage covered by such policy. Lessee shall name Owner as an additional insured with respect to the above Commercial General Liability insurance, which insurance shall be primary and not contributing with other insurance available by the Owner with respect to Lessee's negligence. Lessee shall have the right to self-insure with respect to any of the above insurance.

18. Maintenance. Lessee will be responsible for repairing and maintaining Lessee's Facilities at the Site in a proper operating and safe condition; provided, however, if any such repair or maintenance is required due to acts of Owner, its agents, contractors or employees, Owner shall reimburse Lessee for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. Owner shall not be responsible for any vandalism to Lessee's property. Owner, at its own expense, will maintain and repair all other portions of the Property and the Site, including all access roadways from the nearest public roadway to the Site, in a property operating and reasonable safe condition. If Lessee causes damage to any portion of the Property or Site, including access roadways, it shall promptly repair same, at its own expense.

19. Condemnation or Destruction of Site. If the Site or the Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of the Property, Owner will use reasonable efforts to make available to Lessee within five (5) days a temporary site on the Property (or on other property owned or controlled by Owner) which, in Lessee's reasonable discretion, is equally suitable for Lessee's use. Lessee may construct, operate, and maintain substitute Lessee's Facilities thereon until Lessee's Facilities are fully restored and operational on the Site. Rent shall abate in full during any time that Lessee is unable to operate Lessee's Facilities on the Property. Alternatively, Lessee may elect to terminate this Agreement as of the date of the damage or destruction by so notifying Owner no more than thirty (30) days following the date of damage or destruction. In the event of condemnation by the State of California or the federal government of the United States of America, Owner and Lessee shall each be entitled to pursue their own separate awards with respect to such taking provided that Lessee's award shall not reduce the separate award of Owner. Sale of all or part of the Property to a purchaser with the

Market: Inland Empire
Cell Site Number: IE24250A
Cell Site Name: L.B. Sports

power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

20. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State of California; (c) If requested by Lessee, Owner agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in the form of Exhibit C attached hereto; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, and any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceedings to enforce the terms of this Agreement is entitled to receive its reasonable attorneys fees and other reasonable enforcement costs and expenses from the non-prevailing party including appeals, if any and (g) the terms and conditions of this Agreement which by their sense and context survive the termination, cancellation, or expiration of this Agreement will so survive; and (h) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice.

21. Nonbinding Until Full Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A and B.

[SIGNATURE PAGE FOLLOWS]

Market: Inland Empire
Cell Site Number: IE24250A
Cell Site Name: L.B. Sports

Market: Inland Empire
Cell Site Number: IE24250A
Cell Site Name: L.B. Sports

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

“OWNER”

TOWN OF APPLE VALLEY
A MUNICIPAL CORPORATION

By: _____

Print Name: _____

Its Mayor: _____

Date: _____

By: _____

Print Name: _____

Its: _____

Date: _____

“LESSEE”

T-MOBILE WEST CORPORATION
A DELAWARE CORPORATION

By: Christopher Eldridge

Print Name: Christopher Eldridge

Its: Regional Development Director

Date: 8.20.10

Approved as to Form
Caroline Suony

Market: Inland Empire
Cell Site Number: IE24250A
Cell Site Name: L.B. Sports

EXHIBIT A

DESCRIPTION OF PREMISES

To the Agreement dated _____, 20__, by and between Town of Apple Valley, as Owner, and T-Mobile West Corporation, a Delaware corporation, as Lessee.

The Premises are described and/or depicted as follows:

That portion of the Southwest One-Quarter of Section 4, Township 5 North, Range 3 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, described as follows:

Beginning at the Southwest corner of Lot 75, Tract 4286, as per plat recorded in Book 55, Page(s) 41-42, of Maps, in the County of San Bernardino, State of California, records of the County of San Bernardino, State of California;
Thence South 89° 59' 22" East, 925.95 feet along the South line of said Tract 4286;
Thence South 00° 14' 00" East, 1605.26 feet parallel with the East line of Tract 5436, as per map recorded in Book 65, Page(s) 17-18, of Maps, records of the County of San Bernardino, State of California, to a point in the South line of the Southwest One-Quarter of said Section 4;
Thence South 89° 57' 30" West, 1059.02 feet along said South line, to the Southeast corner of said Tract 5436;
Thence North 00° 14' 00" West, 1655.64 feet along the Easterly line of said Tract 5436 to an angle point in Lot 87 of said Tract 5436;
Thence South 89° 58' 00" East, 83.91 feet to the most Easterly corner of said Lot 87;
Thence South 44° 59' 27" East, 69.83 feet to point of beginning.

Reserving and excepting therefrom an easement for ingress and egress and utilities for the public in general over and across the South 30.00 feet of the above described property.

Except therefrom that portion of said land conveyed to the Apple Valley Water District, more particularly described in that certain document recorded June 14, 1991 as Instrument No. 91-224474 of Official Records.

Assessor's Parcel Number: **0440-012-60-0000**

CEB

Market: Inland Empire
Cell Site Number: IE24250A
Cell Site Name: L.B. Sports

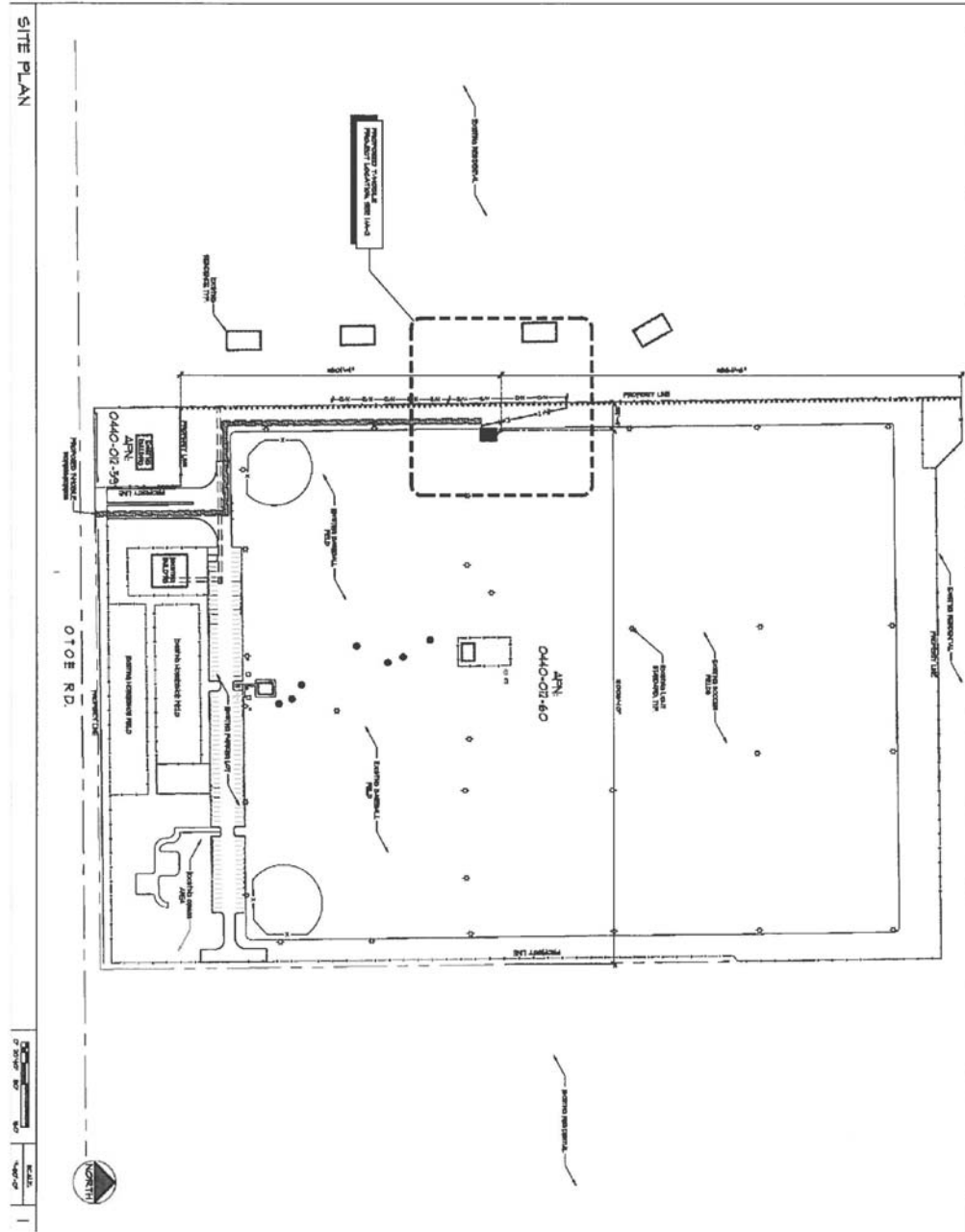
EXHIBIT B

DESCRIPTION OF PREMISES

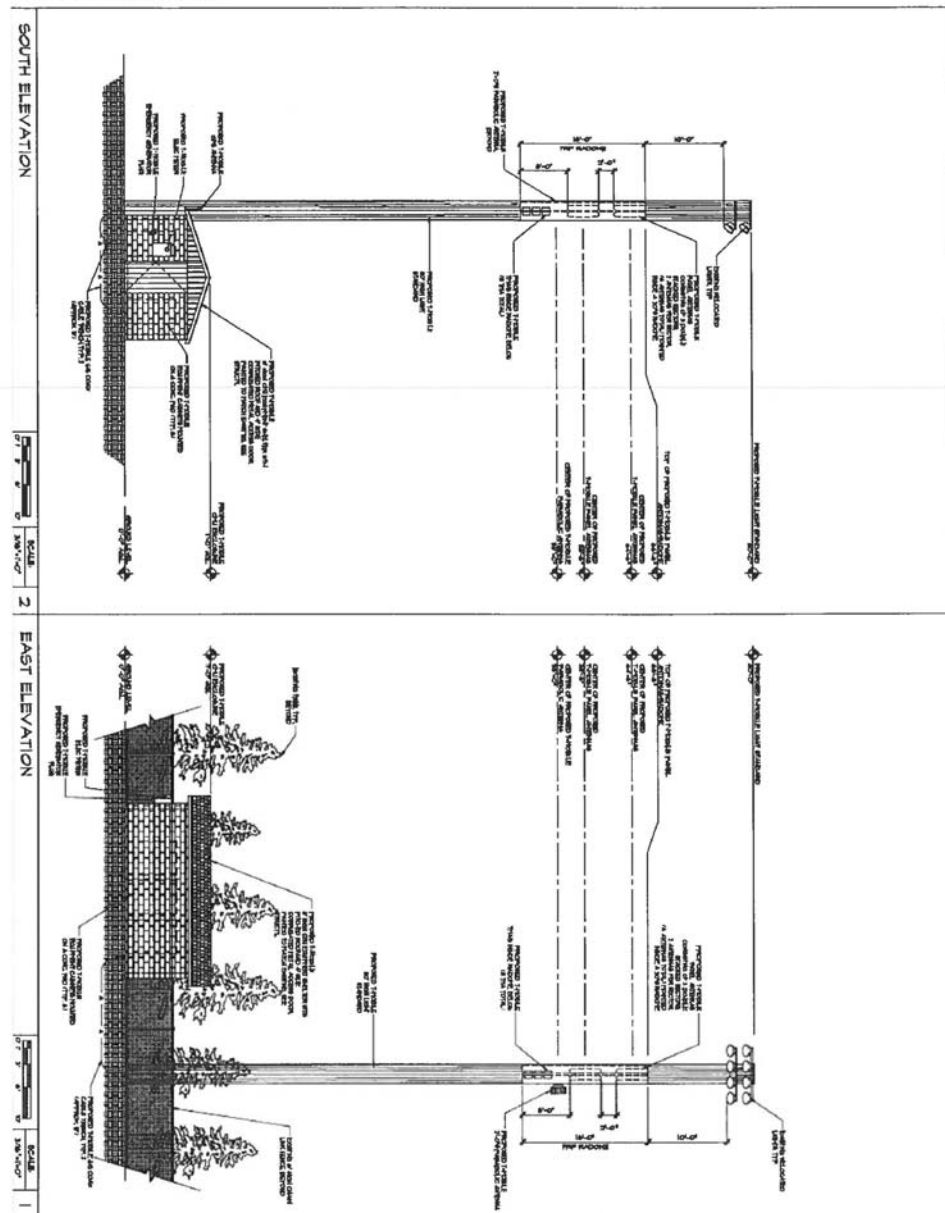
To the Agreement dated _____, 20__, by and between Town of Apple Valley, as Owner,
and T-Mobile West Corporation, a Delaware corporation, as Lessee.

The Site is described and/or depicted as follows:

Market: Inland Empire
 Cell Site Number: IE24250A
 Cell Site Name: L.B. Sports



Market: Inland Empire
 Cell Site Number: IE24250A
 Cell Site Name: L.B. Sports



CUB

Recorded, Requested By, and
When Recorded Return To:
T-Mobile West Corporation
2008 McGaw Avenue
Irvine, CA 92614
Attn: Property Management, Site #IE24250A

MEMORANDUM OF LEASE

This Memorandum of Lease with option ("Memorandum") dated as of _____ is entered into between Town of Apple Valley, A Municipal corporation("Landlord") and T-Mobile West Corporation, a Delaware corporation ("Tenant") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of five (5) years and will commence on the commencement of construction of Lessee's Facilities, or sixty (60) days after the issuance of a local building permit for Lessee's Facilities. Tenant shall have the right to extend this Lease for four (4) additional Five-year terms.

This memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Landlord: Town of Apple Valley

Tenant: T-Mobile West Corp.

By: _____

By: Chris Eldridge

Printed Name: _____

Printed Name: Christopher Eldridge

Title: _____

Title: Regional Development Director

Date: _____

Date: 8.20.10

Approved as to Form
Christopher Eldridge

Exhibit A

Legal Description of the Premises

That portion of the Southwest One-Quarter of Section 4, Township 5 North, Range 3 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, described as follows:

Beginning at the Southwest corner of Lot 75, Tract 4286, as per plat recorded in Book 55, Page(s) 41-42, of Maps, in the County of San Bernardino, State of California, records of the County of San Bernardino, State of California;
Thence South $89^{\circ} 59' 22''$ East, 925.95 feet along the South line of said Tract 4286;
Thence South $00^{\circ} 14' 00''$ East, 1605.26 feet parallel with the East line of Tract 5436, as per map recorded in Book 65, Page(s) 17-18, of Maps, records of the County of San Bernardino, State of California, to a point in the South line of the Southwest One-Quarter of said Section 4;
Thence South $89^{\circ} 57' 30''$ West, 1059.02 feet along said South line, to the Southeast corner of said Tract 5436;
Thence North $00^{\circ} 14' 00''$ West, 1655.64 feet along the Easterly line of said Tract 5436 to an angle point in Lot 87 of said Tract 5436;
Thence South $89^{\circ} 58' 00''$ East, 83.91 feet to the most Easterly corner of said Lot 87;
Thence South $44^{\circ} 59' 27''$ East, 69.83 feet to point of beginning.

Reserving and excepting therefrom an easement for ingress and egress and utilities for the public in general over and across the South 30.00 feet of the above described property.

Except therefrom that portion of said land conveyed to the Apple Valley Water District, more particularly described in that certain document recorded June 14, 1991 as Instrument No. 91-224474 of Official Records.

APN: **0440-012-60-0000**

CUB

See attached notary page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Contra Costa }
 On Aug 20, 2010 before me, Codruta Alina Besoiu, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Christopher Eldridge
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 *Codruta Alina Besoiu*
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: MOL IE24250A
 Document Date: _____ Number of Pages: 2
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____

